

Willow Ridge at Prosper Homeowners Association, Inc. Management Certificate

As Required by Section 209.004, Texas Property Code

1. **Name of the Subdivision:** Willow Ridge Prosper, Texas
2. **Name of Property Owners Association:** Willow Ridge at Prosper Homeowners Association, Inc.
3. **Recording Data for the Subdivision:** Willow Ridge Prosper is an addition to the city of Prosper, Collin County, Texas. The Maps or Plats are recorded in the Real Property Records, Collin County, Texas and attached, see page 3.
4. **Recording Data for the Declaration:** Lots in Willow Ridge Prosper are subject to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Ridge Prosper, Texas, recorded on April 2, 2013 as Document No. 20130204000151750, Real Property Records, Collin County Texas.
5. **Name and Mailing Address of the Association:** Willow Ridge at Prosper Homeowners Association, Inc., 3102 Oak Lawn Avenue, Suite 202, Dallas, Texas 75219.
6. **How to Contact the Association through its Managing Agent:**
Willow Ridge at Prosper Homeowners Association, Inc.
c/o FirstService Residential Texas, Inc., a Texas Corporation, d/b/a/ FirstService Residential ("FirstService Residential")
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219
Phone: 214-871-9700
Website: www.fsresidential.com
7. **Purpose:** The purpose of the Property Owners' Association Management Certificate is to provide information sufficient for a title company to correctly identify the subdivision and to contact its governing association. This Management Certificate does not purport to identify every publicly recorded document affecting the subdivision, or to report every piece of information pertinent to the subdivision. No person should rely on this Management Certificate for anything other than instructions for contacting the association in connection with the transfer of title to a home in the subdivision.

Signed this 21st day of Feb. 2015.

Willow Ridge at Prosper Homeowners Association, Inc.
a Texas property owner's association

By: Ashlynn Wells
Ashlynn Wells, Managing Agent

THE STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this 21st day of Feb. 2015 by Ashlynn Wells on behalf of FirstService Residential, Managing Agent of a Texas property owners' association, on behalf of said association.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Willow Ridge at Prosper Homeowners Association, Inc.
c/o FirstService Residential Texas, Inc., a Texas Corporation, d/b/a/ FirstService Residential
("FirstService Residential")
3102 Oak Lawn Ave, Suite 202
Dallas, TX 75219

Those tracts and parcels of real property located in the Town of Prosper, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE**, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet M, Slide 624, Map Records, Collin County, Texas; and
- (b) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE**, Lots 1a-R, 1B-R & 1X-R, Block B an Addition to the Town of Prosper, Collin County, Texas, according to the Map thereof recorded in Volume 2006, Page 596, Map Records, Collin County, Texas; and
- (c) All lots and tracts of land situated in **WILLOW RIDGE PHASE TWO**, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet P, Slide 598, Map Records, Collin County, Texas; and
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE THREE**, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 618, Map Records, Collin County, Texas; and
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-A**, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2009, Page 124, Map Records, Collin County, Texas; and
- (e) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-B**, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2013, Page 24, of the Map Records of Collin County, Texas.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/06/2015 09:18:05 AM
\$30.00 CJAMAL
20150306000244230



AFTER RECORDING RETURN TO:
Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE FOR
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

This MANAGEMENT CERTIFICATE (this "Certificate") is made effective as of October 2, 2019 by Willow Ridge at Prosper Homeowners Association, Inc. a Texas non-profit corporation (the "Association").

WITNESSETH

WHEREAS, Jobe Properties, Ltd., a Texas limited partnership ("Declarant") has previously placed of record that certain Declarations of Covenants, Conditions and Restrictions for Willow Ridge at Prosper Homeowners Association, Inc., dated February 4, 2013 (the "Declaration") recorded as Document Number 20130201000151750 in the Official Public Records of Collin County, Texas which Declaration is incorporated herein for all purposes.

WHEREAS, Declarant has created the Association for the benefit of Willow Ridge at Prosper Homeowners Association, Inc.

WHEREAS, the Association has caused this Certificate to be prepared and filed in accordance with the provisions of the Texas Residential Property Owners Protection Act as provided in Section 209 of the Texas Property Code.

NOW, THEREFORE, the undersigned hereby certifies as follows on behalf of the Association:

1. Name of the Subdivision. The name of the Subdivisions which are subject to the Declaration are attached hereto as Exhibit A.
2. Name of the Association. The name of the Association is Willow Ridge at Prosper Homeowners Association, Inc.
3. Recording Data for the Subdivision. Recording data for the Subdivisions are attached hereto as Exhibit A.

4. Recording Data for the Declaration. The recording data for the Declaration is Document Number 20130204000151750.
5. Mailing Address. The current mailing address for the Association is Willow Ridge at Prosper Homeowners Association, Inc., c/o Insight Association Management, 1755 N. Collins Blvd, Suite 201 Richardson, TX 75080.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

ASSOCIATION:

Willow Ridge at Prosper Homeowners Association, Inc. a Texas non-profit corporation.

By: 

Bruce Crawford, Managing Agent

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 2nd day of October, 2019, by Bruce Crawford, Insight Association Management, Managing Agent for Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

Notary Public in and for the State of Texas





Notary Public Signature

Exhibit A

[Recording Data for the Subdivision]

Plats of Willow Ridge at Prosper recorded in the Map or Plat Records of Collin County

- Willow Ridge - Phase 1
Filed in Collin County, Texas on September 15, 2006
Document No. 20060915010003940
- Willow Ridge – Phase 1.5
Filed in Collin County, Texas on September 15, 2006
Document No. 20060915010003940
- Willow Ridge – Phase 2
Filed in Collin County, Texas on April 16, 2004
Document No. 20040053771
- Willow Ridge – Phase 3
Filed in Collin County, Texas on May 14, 2008
Document No. 20080514010001830
- Willow Ridge – Phase 3.5
Filed in Collin County, Texas on May 14, 2008
Document No. 20080514010001830
- Willow Ridge – Phase 4a
Filed in Collin County, Texas on October 11, 2011
Document No. 20111011010002040
- Willow Ridge – Phase 4a.1
Filed in Collin County, Texas on July 27, 2012
Document No. 20120727010001770
- Willow Ridge – Phase 4a.2
Filed in Collin County, Texas on March 30, 2009
Document No. 20090330010060780
- Willow Ridge – Phase 4b
Filed in Collin County, Texas on January 11, 2013
Document No. 20130111010000170



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/03/2019 10:46:34 AM
\$34.00 TBARNETT
20191003001237310

A handwritten signature in cursive script, appearing to read "Stacey Kemp", is written over the printed text.

20130204000151750 02/04/2013 08:37:53 AM RS 1/21

THE STATE OF TEXAS

COUNTY OF COLLIN

Amended and Restated
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW RIDGE
PROSPER, TEXAS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WILLOW RIDGE (hereinafter referred to as "Declaration") is made this 4th day of February, 2013, by Jobe Properties, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property referred to in Article II and described within Exhibit "A" of this Declaration which represents a development known as "Willow Ridge." Declarant proposes to establish and implement Common Properties throughout the residential portion of this community, and to better provide for the preservation of the values and amenities in the community and for the maintenance of the Common Properties, and

WHEREAS, Declarant has heretofore filed a certain Declaration of Covenants, Conditions and Restriction on and for Willow Ridge Phase One and an Amendment thereto, recorded in Volume 4903, Page 0343-0356 and Volume 4984, Page 0108, further an Amendment thereto in Document Number 2004-0178057, and filed a further Amendment thereto in Document Number 20090923001181180 of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant desires to subject the real property described herein, together with such amendments and additions as may hereinafter be made, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the community and the owners of property thereon; and

WHEREAS, Declarant desires to amend the property Exhibit "A" to include Phase 4-B lots;

NOW, THEREFORE, the real property referred to in Article II and described within Exhibit "A," and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to as the "Covenants and Restrictions") hereinafter set forth:

ARTICLE I

CONCEPTS AND DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following concepts and meanings:

1.01 "Association" shall mean and refer to the entity, initially an unincorporated association and thereafter, a Texas not-for-profit corporation, established for the purpose set forth herein, its successors and assigns, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the disbursements and charges hereinafter prescribed, and have the right of administering and enforcing the Covenants and Restrictions.

1.02 "Properties" shall mean and refer to the real property (including improvements) described in Section 2 hereof, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

1.03 "Common Properties" shall mean and refer to (I) those certain platted areas, depicted on the recorded subdivision plat(s) which are intended to be devoted to common use for purposes such as main entrances, screening walls, and planting areas; and (ii) any other areas of land within the Properties which are known, described or designated as Common Properties, recreational easements, greenbelts or open spaces, intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon. The Declarant proposes to hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to the Common Properties will be transferred from the Declarant to the Association.

1.04 "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a Lot therein and which is or will be improved with a residential dwelling; while some portions of the Common Properties may be platted as a "Lot" on the subdivision plat(s), these Lots shall be excluded from the concept and definition of "Lot" as used herein.

1.05 "Owner" shall mean and refer to each and every person or business entity who is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

1.06 "Member" shall mean and refer to each Owner of a Lot.

1.07 "Declarant" shall mean and refer to Jobe Properties, Ltd., a Texas limited partnership. No person or entity purchasing one or more Lots from Declarant shall be considered as "Declarant."

1.08 "Existing Property" shall mean and refer to the real property which is described within Exhibit "A," attached hereto and made a part hereof for all purposes, pursuant to the provisions of Article II hereof.

1.09 "Board" shall mean the Board of Directors of the Association.

1.10 "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for the residential portion of Willow Ridge located in Prosper, Texas.

1.11 "Town" shall mean the Town of Prosper, Texas.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Existing Property") is located in Prosper, Collin County, State of Texas, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced. The Existing Properties shall exclude the tract of land designated as "Lot C" on the recorded subdivision plat(s) of the real property to be improved as commercial property (the "Commercial Parcel").

2.02 Additions to Existing Property. Additional land(s) may become subject to this Declaration in any of the following matters:

(a) The Declarant, in its sole discretion and without joinder of any other party, may add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property, provided, however, that such Supplemental Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as may be determined by the Declarant. A Supplemental Declaration shall be effective upon the recording of same in the Real Property Records of Collin County, Texas, unless otherwise specified in such Supplemental Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common properties to the scheme of this Declaration, such annexation proposed must have the prior written consent and approval of the majority of the outstanding votes of the Association.

© Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02 when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option (without the joinder, approval or consent of any person(s) or entity(ies) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (½) mile of any real property then subject to the jurisdiction of this Association. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by the Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Establishment of Association. The formal establishment of the Association as a not-for-profit corporation will be accomplished by the Declarant's filing of the Articles of Incorporation of the Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation of the Association.

3.02 Adoption of Bylaws. Bylaws for the Association will be established and adopted by the Board of Directors of the Association.

3.03 Membership. Each and every person, persons or legal entity who shall own any Lot in the Properties, including any successive buyer(s), shall automatically and mandatorily become a Member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

3.04 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot, or the tenth (10th) anniversary of the recording date for this

Declaration, whichever occurs first in time, the Association shall take no action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant and the Declarant reserves the right and option (without the joinder, approval or consent of any persons or Members) to take any action deemed necessary by the Declarant relating to the Declaration or the Association.

3.05 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph © of this Section and any other Section of this Declaration setting forth a different requirement as to voting and/or notice of meetings, any action taken at a meeting of the Members shall require the assent of the majority of the vote of those who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Section 3.05(a) and, unless provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 3.05(b). At any initial meeting called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast more than twenty-five percent (25%) of all the votes of the Association's Members shall constitute a quorum for any action, except as otherwise provided by the laws of the State of Texas. If the required quorum is not present or represented at the meeting, additional meetings may be called, subject to the notice requirement herein set forth, and the required quorum at such meetings shall be one-half (½) of the quorum required at the preceding meeting; provided, however, that no such additional meeting shall be held more than sixty (60) days following the most recent meeting, or the process must then be reopened.

© As an alternative to the procedure set forth above, any action referred to in Section 3.05(a) may be taken without a meeting with the assent given in writing, approving the action to be taken, signed by the Members who hold more than fifty (50%) percent of the outstanding votes.

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

(e) Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot, or the tenth (10th) anniversary of the recording date for this Declaration, whichever occurs first in time, the Association shall take no action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant and the Declarant reserves the right and option (without the joinder, approval or consent of any persons or Members) to take any action deemed necessary by the Declarant relating to the Declaration or the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use, recreation and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant will hold record title to the Common Properties for an indefinite period of time, subject to the easements set forth in Section 4.01 above. The Declarant shall have the right and option (without the joinder and consent of any person or entity) to encumber, mortgage, alter improve, landscape

and maintain the Common Properties. At such time as Declarant shall deem reasonable and appropriate after the Association has been incorporated, the Declarant will convey title to the Common Properties to the Association for the purposes herein envisioned.

4.03 Extent of Members' Easements. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

(a) the right of the Declarant (during the time the Association is unincorporated) or Association (as an incorporated entity) to prescribe reasonable regulations governing the use, operation and maintenance of the Common Properties;

(b) liens or mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Properties or by the Association (as an incorporated entity) to improve or maintain the Common Properties;

© the right of the Association to enter into and execute contracts with any party (including the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) the right of the Declarant or the Association (as an incorporated entity) to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) the right of the Declarant or the Association (as an incorporated entity) to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any Assessment against a Lot resided upon by such Member remains unpaid, and for any period not to exceed sixty (60) days for an infraction of the then-existing rules and regulations; and

(f) subject to approval by written consent by the Members having a majority of the outstanding votes of each voting class of the Association, to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members.

ARTICLE V

COVENANTS FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser or Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Declarant during the time the Association is unincorporated or to the Association as an incorporated entity (or to an entity or agency which may be designated by the Association to receive such monies): (1) annual Assessments or charges for maintenance, taxes and insurance on the Common Properties; (2) special Assessments for capital improvements, such Assessments to be fixed established and collected from time to time as hereinafter provided; and (3) individual special Assessments levied against individual Owners to reimburse the Association (a) for extra cost for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; (b) for an administrative fee the Association may elect to impose, from time to time, upon Owners making requests for resale certifications, pursuant to the provisions of Title 11 of the Texas Property Code, with respect to the administration of such certification process and the liability of the Association associates therewith; and © for any transfer fee the Association may elect to impose, from time to time, upon Owners transferring their membership in the Association, all such Assessments to be fixed, established, and collected from time to time as hereinafter provided. All such Assessments specified in clauses (1), (2) and (3)(a), above, shall constitute

maintenance and reserve funds for the purpose specifically levied and all such Assessments shall be for the purposes as set forth in Section 5.02 below or as otherwise provided in this Declaration. The annual, special capital, tax and insurance, and special individual Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made and shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the Residents of the Properties, and it is particular to the improvement and maintenance of private walkways, sidewalks, main entrances, recreational areas, or other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes on the Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereafter; and for carrying out the various matters set forth or envisioned herein, including those matters for which individual special Assessments may be imposed pursuant to the provisions of Section 5.01(b)©, above, or in any Supplemental Declaration related hereto. The purpose of the reserve fund is to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility.

5.03 Basis and Amount of Annual Maintenance Assessments.

(a) Until January 1 of the year immediately following the conveyance of all or any part of the Common Properties from the Declarant to the Association as an incorporated entity, the initial annual Assessment shall be 350.00 per year subject to change as described herein. Thereafter the Association when incorporated, shall fix the Assessments pursuant to the provisions below.

(b) In the event that at least thirty (30) days advance notice is provided to an Owner, the then-existing maximum annual Assessment may be increased by an amount up to twenty-five percent (25%); provided, however, there shall not be more than one (1) increase per year on a non-cumulative basis, unless otherwise approved by the Association's Members as provided in Section 3.05 of Article III.

© From and after January 1 of the year immediately following the conveyance of all or any part of the Common Properties from the Declarant to the Association as an incorporated entity, the Association's Board of Directors, may establish the maximum annual Assessment for each Lot, provided that the maximum annual Assessment for each Lot may not be increased more than twenty-five percent (25%) above the maximum annual Assessment for the previous year unless approved by the Association's Members as provided in Section 3.05 of Article III subject to the provisions of Section 5.03(d) next below. The limitation on increases to the annual Assessment contained in Section 5.03(a) and (b) will not affect the Association's ability to levy a special Assessment as provided in Section 5.01.

(d) Notwithstanding the provisions of Section 5.03(a), (b) and © above, commencing with the date on which the amenity center is open, the annual Assessment will be increased to meet the budget requirements occasioned by the operation and maintenance of the amenity center. The provisions of Section 5.03© will be applicable to the increased Assessment during calendar years following the increase.

(e) The Association's Board of Directors may fix the actual annual Assessment at an amount equal to or less than the then-existing maximum annual Assessment.

(f) Upon the conveyance of any Lot containing a completed home, the Association may charge a Transfer Fee of not more than \$150.00.

(g) Each Lot conveyed containing a completed home, shall be charged one hundred percent (100%) of the established per Lot Assessment, while each Lot conveyed by the Declarant to a third party, including a builder, may be charged with fifty percent (50%) of the established per Lot Assessment.

5.04 Special Assessments for Capital Improvements. In addition to the annual Assessments authorized by Section 5.03 hereof, the Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; provided that any such Assessment shall have the affirmative approval of the Association's Members as provided in Section 3.05, Article III.

5.05 Uniform Rate of Annual and Special Assessments. Subject to the provisions of Section 5.03(g), both annual and special capital Assessments must be fixed at a uniform rate for all Lots.

5.06 Date of Commencement of Assessments; Due Dates. The annual maintenance Assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and as may be prescribed by the Board of Directors, shall be payable annually or monthly, in advance, on the first day of each year or month, as the case may be. The first annual maintenance Assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance Assessment which may be levied for the balance remaining in the first year of Assessment shall be an amount which bears the same relationship to the annual maintenance Assessment provided for in Section 5.03 hereof as the remaining number of months in that year bear to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the maintenance Assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if it is to be paid in installments, of any other Assessment or special Assessment under Sections 5.03 and 5.04 hereof, shall be fixed in the respective resolution authorizing such Assessment. The fiscal year of the Association shall be from January 1 to December 31, commencing in the year incorporated.

5.07 Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the Assessment shall thereupon be delivered or mailed to every Owner subject thereto.

© The Board of Directors shall upon demand at any time furnish to any Owner liable for said Assessment a certificate in writing signed by an Officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

5.08 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any annual or special Assessments or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall become delinquent and shall, together with interest thereon, as described in paragraph 5.08, and the costs of collection thereof, thereupon

become a continuing debt secured by a lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an Assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such Assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for such Assessments or penalties provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association may also give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any Assessment when such default has not been cured within thirty (30) days, provided that the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage.

© If any annual or special Assessment or part thereof is not paid when due, the unpaid amount of such Assessments shall be in default and the Owner of the Property shall be obligated to pay interest from the date such Assessment was due at the lesser of (I) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by law, together with all costs and expenses, including attorney's fees, if the Association, at its election, retains the services of an attorney for collection.

(d) The Association may, at its election, bring an action at law against the Owner personally obligated to pay the delinquent Assessment and other charges in order to enforce payment. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint and the prosecution of the suit (including such attorneys' fees are allowable by law). In the event a judgement is obtained such judgment shall include interest on the Assessments and other charges due as above provided, and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

5.09 Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to any and all other charges, liens and encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(a) bonafide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot subject to Assessment;

(b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

© such other liens to which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien;

(d) such subordination shall apply only to the Assessments which have become due and payable prior to the foreclosure sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve such Lots from liability for the amount of any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment. Nor shall such subordination apply where the first mortgage or deed of trust of other lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

5.10 Exempt Property. The following property otherwise subject to this Declaration shall be exempted from the Assessment, charge and lien created herein:

- (a) all Properties dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Properties as defined in Article I hereof;
- © the Commercial Property; and
- (d) any and all areas which may be reserved by the Declarant on the recorded plat(s) of the Properties.

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Member, or an officer, employee, representative or agent of a Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article V above, the following:

- (a) care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- © legal and accounting services;
- (d) such insurance coverage, including liability, property, workmen's compensation and fidelity bonds, as the Board of Directors may deem advisable or as may be mandated by law; and
- (e) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or Assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which, in its opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

- (f) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by it.
- (g) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (I) taxes on the Common Properties, and (ii) insurance coverage (if any) on Common Properties, as they relate to the Assessment, collection and disbursement process envisioned by Article V herein above.
- (h) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(i) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association.

(j) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(k) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time.

(l) Subsequent to incorporation, to make available to each Owner within ninety (90) days after the end of each year an annual report.

(m) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(n) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

6.02 Board Powers, Exclusive. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation the Declarant) for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

ARTICLE VII

INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location, and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.

(b) Public liability and property damage insurance on a broad form basis.

(c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds.

(d) Officers' and directors' liability insurance.

7.02 Insurance Proceeds. The Association and Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the

proceeds of insurance paid to the Association, as required in this Article VII, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special Assessment as provided for in Article V of this Declaration to cover the deficiency.

ARTICLE VIII

USE OF LOTS AND PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) shall be occupied and used as follows:

8.01 Residential Lots. All Lots (excluding, however, the Commercial Property and those Lots on which certain Common Properties will be located) shall be used for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any residential Lot other than a single-family dwelling and its customary and usual accessory structures (unless prohibited or restricted herein). Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartment houses, commercial and professional uses (except for the initial construction and sale of single-family dwellings by builders, in which event the builder shall not maintain an office in said dwelling or use a dwelling as a model home without Architectural Committee approval) or drilling for oil, gas or other minerals, quarrying or mining, placing or maintaining on the premises any tanks, wells, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operation. Nothing in this subparagraph shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as a small home office, tutoring or giving lessons such as art or music, etc, so long as such activities are consistent with the residential character of the Property, do not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Properties, as determined in the Board's discretion, and do not materially increase vehicular or pedestrian traffic to and from the home or the number of cars parked on the street.

8.02 Minimum Floor Space. The main structure on each Lot shall contain a minimum square footage (exclusive of porches, garages, patios, terraces, breezeways, and other outbuildings) not less than 2,400 square feet with a minimum of 1,200 square feet on the ground floor.

8.03 Garages. Each single-family residential dwelling erected on any Lot shall provide a garage with space for a minimum of two (2) conventional automobiles. Without the prior written approval of the Board or Architectural Committee, the original garage area of a Lot may not be enclosed or used for any purpose that prevents the parking of two standard-sized operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving. The Architectural Committee will allow a percentage of garages to face the street, this will be decided on a house by house basis.

8.04 Roofs. All buildings constructed on said property must have a composition shingle roof having a minimum 25-year warranty and color must appear to be weathered wood shingles, slate or tile as approved by the Architectural Committee. The roof pitch shall not be less than 6/12 unless otherwise approved by the Architectural Committee.

8.05 Building Lines. All residences or dwellings erected or placed on any Lot shall face the road or street adjacent to the Lot as shown on the recorded plat of the Property or as prescribed in the deed from Declarant conveying the Lot. The minimum depth of the Front Yard shall be twenty-five (25') feet, with the exception of Lots 6-12, Block H and Lots 18-27, Block I which will have a minimum of thirty-five (35) feet. Front yard setbacks may vary in depth into the Lots, but in no case shall be less than twenty-five (25') feet. Front porches, roof eaves, chimneys and other similar architectural elements may extend into the front yard. The minimum Side Yard on each side of a Lot shall be seven (7') feet. A side yard for all corner Lots (unless they are adjacent to the increased parkway) shall not be less than fifteen (15') feet. Roof, eaves, chimneys and other similar architectural elements may extend into the side yard. Lots adjacent to the increased parkway (on the west side of Willow Ridge Drive) shall be required to have a minimum side

yard of seven (7) feet. The minimum depth of the Rear Yard shall be ten (10') feet for residences or dwellings and two (2') feet for accessory structures approved by the Architectural Committee. No structure or improvement of any kind shall be constructed or placed upon any Lot outside any perimeter fencing upon such Lot unless otherwise approved by the Architectural Committee.

8.06 Sidewalks. A four (4) foot wide sidewalk is required across the front of all Lots. Exact location subject to Architectural Committee approval.

8.07 Fences. No chain link fences or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. If open type fencing is desired, it is subject to Architectural Committee approval. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as set forth in Section 8.05 of this Article. No fence, wall or hedge shall exceed eight (8) feet in height unless approved by the Architectural Committee. Wooden Fences Must Be of Cedar Material, With a Flat Top And Trim Boards. The Fence Must Be Constructed With The Rails And Posts to The Inside of The Lot. Wooden Fences Will Not Be Painted. Wood Fences May Either Be Natural Wood Without Stain or Natural Wood with Transparent Stain. If Wooden Fences Are Stained, The ONLY Acceptable Stain Colors Are Lowes' Olympic and Home Depot's Behr transparent stains in Cedar or Redwood Naturaltone. No fence, wall, hedge, shrub plating or other obstructions to view in excess of two feet (2') in height, except trees pruned high enough to permit unobstructed vision to automobile drivers, shall be placed within the triangular areas at the intersection of streets and driveways. Community fencing installed by Declarant will not be subject to the restrictions set forth in this Section 8.07.

8.08 Signs. All signs placed on any Lot shall comply with all provisions of the Code of Ordinances of the Town, except that, all Model Homes and Information Centers shall require the prior written approval of the Architectural Committee in addition to compliance with all provisions of the Code of Ordinances of the Town of Prosper.

8.09 Easements: Utilities. All streets and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever, excluding fences, in these easement areas, nor may an Owner use the surface of an easement area for any private use. With respect to these easement areas, as well as any other areas described within recorded easement documents, any and all bona fide public utility service companies, including but not limited to CoServ, shall have the right to access, ingress, egress, regress and use of the service estate for the installation and maintenance of utility facilities.

Except as to special street lighting or other aerial facilities which may be required by the Town or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Property, whether upon Lots, easements, streets, or rights-of-way of any type, either by the utility company or any other person or entity, (including but not limited to any person owning or acquiring any part of the Property) and all utility service facilities (including but not limited to water, sewer, gas, electricity and telephone) shall be buried underground, under recreational easements, streets, or utility easement areas for the purpose of serving any structure located on any part of the Property.

8.10 Temporary Structures. Except as expressly approved by the Architectural Committee, no temporary structure of any kind shall be erected or placed on any of said property and in no instance shall more than one dwelling or residence and the necessary accessory structures to accommodate the Owner or occupant thereof, be erected or placed on any one Lot as shown on the above described plat. Construction trailers and temporary sales offices will be permitted subject to Architectural Committee approval and approval by the Town.

8.11 Vehicles. No truck, bus, boat, boat trailer, trailer, mobile home, motor home, campmobile, camper, motorcycle or any motorized vehicle other than a conventional automobile shall be stored, placed or parked on any Lot of an Owner so as to be visible from any residential street. At no time shall any previously stated item including conventional automobile be parked or stored in the yard of a residence or on the Common Properties.

Commercial or recreational trucks with tonnage in excess of three-quarters (3/4) ton shall not be permitted to

park overnight on the driveways or otherwise on a Lot. No commercial truck or trailer shall be allowed to park overnight on any residential street within the Property. No vehicle of any size which transports inflammatory or explosive cargo may be parked or stored within the Property at any time.

8.12 Garbage; Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage containers shall be placed on the street in front of their dwelling only on the day of collection, and shall otherwise be out of view and in compliance with applicable ordinances of the Town. If, at any time, an Owner shall fail to control weeds, erosion, grass and/or other unsightly growth on his Lot or on the frontage of his Lot, Declarant shall have the authority and right to go onto said Lot for the purpose of controlling such weeds, grass or unsightly growth and shall have the authority and right to assess and collect from the Owner of such Lot for controlling such unsightly growth on each respective occasion of such maintenance. The Assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment occurred. The lien securing any such Assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the Assessment date.

8.13 Construction Completion Time. In the event that a residence is partially or totally damaged by fire or other causes, construction or reconstruction of the damage residence, or portion thereof, must commence within one-hundred twenty (120) days after the occurrence causing the damage. No construction or reconstruction shall commence until plans and specifications have been submitted to the Architectural Committee and are subsequently approved subject to applicable Town approvals being obtained.

8.14 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for commercial purposes and further provided that all Owners shall comply with the applicable ordinances of the Town.

While these covenants relate primarily to the construction and maintenance of the real property, it is important to the quiet enjoyment of the homes by all Owners and Residents that the personal conduct of Owners and Residents in Willow Ridge not in itself constitute a nuisance. Therefore, NOTICE IS HEREBY GIVEN THAT no noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance within the Properties or any portion thereof, nor any activities which injure or may injure persons or property shall, without limitation, be defined as "Offensive Activity". Cumulative of any other fines, penalties, or damages provided herein, upon a complaint from any Owner or Resident, and after such investigation as the Board may deem appropriate, a written notice shall be sent by the Board (or management company or attorney retained by the Board) to the Owner of the Lot occupied by the person or persons violating this provision (and to the occupant if other than the Owner) specifying the nature of the complaint and making formal demand that it cease. If the conduct does not cease the Board or its agent will deliver the notice and conduct the hearing mandated by Sections 209.006 and 209.007 of the Texas Property code as same may be hereafter amended, or such other similar requirements of law. After such hearing and determination of Offensive Activity, the Owner and Resident guilty of the Offensive Activity may, in the discretion of the Board, be subject to a fine to be determined by the Board not to exceed \$200.00 for each subsequent violation. If the offending party is a tenant the Owner of the Lot shall, upon direction of the Board, remove the offending tenant from the Owner's Lot. Any leases made on any Lot will be subject to this right to terminate the lease and each Owner will be responsible to write such provision into the lease agreement.

8.15 Exterior Surfaces. Unless otherwise approved by the Architectural Committee, the exterior surface of all residential dwellings shall be constructed of brick, brick veneer, stone or stone veneer, stucco or stucco veneer, wood siding, or any combination thereof and shall consist of a minimum of 75% masonry on each story, with no single wall face of any Resident containing less than 50% of its exposed surface of masonry construction. The installation of solar panels on any roof or other portion of a residence which is visible from any street, alley or adjoining Lot is expressly prohibited. All tin foil and newspaper window coverings are expressly prohibited.

8.16 Antennas and Aerials. Unless otherwise approved by the Architectural Committee, all television antennas and other antennas and aerials shall be located inside the attic or under the roof. No towers or satellite dishes shall be permitted, unless approved by the Architectural Committee. Satellite dishes eighteen inches (18") or less will be permitted if they are not visible from any street; provided that the provisions hereof are subject to FCC and other governmental regulations now or hereafter in effect.

8.17 Landscaping & Drainage. Landscaping of a Lot must be completed within sixty (60) days after the date on which the main structure is 95% complete. There shall be a minimum of two (2) trees with a caliper of two and one-half inches (2-1/2"), installed per Lot. These trees shall be installed by the builder or Owner. No dams shall be constructed nor any other alteration or change shall be made in the course or flow of any creek crossing or abutting Lot, without the approval of the Architectural Committee. All Lots shall be graded so that surface water will flow in accordance with the Master Drainage and Grading Plans approved by the Town of Prosper.

8.18 Retaining Walls. Retaining walls which are visible from the street will be constructed of concrete faced with brick or stone of the same type as that used on the dwelling, milsap stone, or other materials as approved by the Architectural Committee.

8.19 Tennis Courts. Tennis courts shall not be permitted upon any Lot.

8.20 Mailboxes. All mailboxes must be of a "country type" approved by the Architectural Committee and the local postal authority.

8.21 Gazebos, Greenhouses, Storage Sheds and Clotheslines. No gazebo, greenhouse, storage shed, clothesline or other similar structure shall be erected, constructed or placed upon any Lot without prior written approval of the Architectural Committee.

8.22 Pool Equipment. Above-ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street.

8.23 Utility Meters and Air-Conditioning Compressors. All utility meters, equipment, air-conditioning compressors, evaporative coolers and similar items must be screened from view.

8.24 Erosion Control. During construction of improvements and prior to landscaping, reasonable measures will be taken to prevent excessive erosion of Lots causing silt to be deposited in the streets and alleys and in the storm drainage system. Protection can be by retaining walls, berms, hay bales or other means suitable for each individual Lot.

8.25 Building Permits. The Building Inspector of the Town of Prosper, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

8.26 Waiver by Architectural Committee. The Architectural Committee may, at its discretion, approve construction of a structure lacking not more than 10% of the minimum square footage required by Paragraph 8.02 above, and may waive such other variations from these restrictions as said Architectural Committee deems, in its sole discretion, not to be inconsistent with the general tenor and purpose of these restrictions.

8.27 Architectural Committee. No building or other structure or other improvement shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of the building plans and specifications, and two plot plans of the location showing drainage for Lot and location of such building or other structure or other improvement shall have been delivered to the Architectural Committee, designated as hereinafter provided, and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being

in conformity and harmony with the external design and location of the existing structures and improvements of the subdivision and in compliance with the restrictions herein contained. One copy of such plans, specifications and plot plan shall be retained by the Architectural Committee and the second copy shall be redelivered to the Owner of the Lot with the approval of the Architectural Committee, appropriately endorsed therein. In the event the Architectural Committee, or its designated representative fails to approve or disapprove any building plans, specifications and plot plans within fifteen (15) days after the same are submitted to it, and if all terms contained in these restrictions have been complied with, the Architectural Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots and may disapprove aspects thereof which may, in the opinion of the Architectural Committee, adversely affect the living enjoyment of one or more Owner(s) or general value of the Properties. As an example, and not by way of limitation, the Architectural Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed yard area of an adjacent residential dwelling.

Builders owning more than five (5) Lots in the subdivision may submit a master set of plans to be approved initially. Additional plans will be submitted for approval if modifications are made to the master set after the initial approval has been received.

Declarant shall have the authority to appoint the Architectural Committee, and to fill any vacancies in the Architectural Committee until at least 90% of the residential Lots within the subdivision shall have completed residences constructed thereon and shall be occupied by the Owners thereof, whereupon the owners of a majority of the Lots within the subdivision shall elect the Architectural Committee. The Architectural Committee shall consist of not less than two nor more than five members. The Architectural Committee is authorized to delegate to one or more representatives the authority to perform the duties of the Architectural Committee as set forth herein. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

The members of the Architectural Committee shall have no liability for decisions made by the Architectural Committee and the Architectural Committee shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or the site submitted shall be the responsibility of the Owner of the Lot to which the improvements relate, and the Architectural Committee shall have no obligation to check for errors in or omissions from any such plans or to check for such plans' compliance with the general provisions of this Declaration, Town codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other matters.

THE ASSOCIATION HEREBY UNCONDITIONALLY AND PERPETUALLY INDEMNIFIES AND HOLDS DECLARANT, THE BOARD, THE ARCHITECTURAL COMMITTEE, AND THEIR RESPECTIVE MEMBERS, EMPLOYEES, AND AGENTS, INCLUDING PROFESSIONAL MANAGEMENT, HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, LOSS, DAMAGE, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES IN CONNECTION WITH OR ARISING OUT OF ANY ACTION OR INACTION TAKEN HEREUNDER IN CONNECTION WITH THE ARCHITECTURAL REVIEW.

Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Architectural Committee shall be made to the address set forth below. The Architectural Committee may change its address for notice and plan submission by recording in the land records of Collin County a notice of change of address.

ARTICLE IX

EASEMENTS

9.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Property are reserved, as set forth in Article VIII, Section 8.09, above. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas

for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. The Owner of a Lot is responsible for the maintenance of all drainage and use easements platted as part of the respective Lot.

9.02 Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the Common Properties for the purpose of maintaining the Common Properties as set forth herein.

9.03 Police Power Easement. With respect to streets, easements and rights-of-way within the Property, the Town and all other government agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the Residents within the Property.

ARTICLE X

GENERAL PROVISIONS

10.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless Members entitled to cast seventy percent (70%) of the votes of each voting class of the Association decide by means of a vote to rescind and abolish this Declaration and (I) an instrument evidencing such decision is filed for record in the Deed Records of Collin County, Texas, by an authorized officer of the Association at least one (1) year in advance of the effective date of such rescission and abolishment.

10.02 Amendments. Notwithstanding Section 10.01 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

(a) while Declarant owns any Lot or portion of or interest in the Properties or during the ten (10) year period immediately following the date of recordation of the Covenants and Restrictions, the Declarant may unilaterally amend or change these Covenants and Restrictions without consent or joinder of the Association membership; or

(b) in all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of at least seventy-five (75%) of the outstanding votes of the Members of the Association. Notwithstanding the foregoing, no amendment will be made to the Declaration or other dedicatory instruments while Declarant owns any Lot or other portion of or interest in the Properties without Declarant's joinder and consent.

Any and all amendments shall be recorded in the office of the County Clerk of Collin County, Texas.

10.03 Enforcement. Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or enforcement of any lien created by these Covenants and Restrictions; and failure by the Association or any Owner to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Town, is specifically authorized (but not obligated) to enforce these Covenants and Restrictions.

10.04 Severability. Invalidation of any one of these Covenants and Restrictions by judgement or court order shall in nowise affect any other provision which shall remain in full force and effect.

10.05 Proposals of Declarant. The proposals of the Declarant, as set forth in various provisions herein above to develop additional parcels of property for residential purposes, expand the recreational easements and Common Properties and items of a related nature, are proposals and shall not be deemed or construed as promises, contractual commitments or material representations by the Declarant. Each and every Owner waives the right to contest, object, challenge, dispute or in any manner disagree with the Declarant's development (including zoning or rezoning processes) of any real property within a one (1) mile radius of any portion of the Properties.

10.06 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

10.07 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

10.08 Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's, Member's/Owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s).

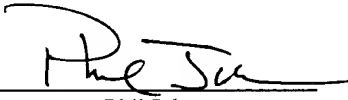
10.09 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Declarant or Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

10.10 Registration with the Association. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to provide and update, within fifteen (15) days after a material change has occurred, various items of information to the Association including: (a) the full name and address of each Owner, Member, and Resident; (b) the full name of each individual family member who resides within the residential dwelling of the Lot Owner; (c) the business address, occupation and telephone numbers of each Resident; (d) the description and license plate number of each automobile owned or used by a Resident and brought within the Properties; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be contacted) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but it not required to, use whatever means it deems reasonable and appropriate to obtain such information and the defaulting Owner, Member or Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing. If at any time a Lot is sold, the new Owner shall promptly notify the Association of the transfer and give the name and address for notice (if other than the Lot) of the new Owner.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 5th day of February, 2013.

JOBE PROPERTIES, LTD.
a Texas limited partnership

By: Jobe Company, Inc.,
a Texas corporation, general partner

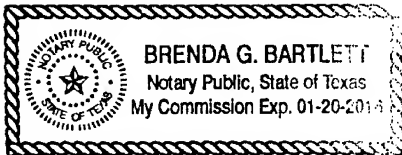
By: 
Name: Phil Jobe
Title: President

THE STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public in and for said County and State on this day personally appeared Phil Jobe, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Jobe Company, Inc., as general partner of Jobe Properties, Ltd., a Texas limited partnership and that he executed the same as the act of Jobe Company, Inc., as general partner of Jobe Properties, Ltd. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of February, 2013.




Notary Public

Upon Filing Return to:

JOBE PROPERTIES, LTD.
201 N Preston Rd., Suite C
Prosper, TX 75078

Attn: Phil Jobe

EXHIBIT "A"

BEING a tract of land situated in the Edward Bradley Survey, Abstract No. 86 and the Harrison Jamison Survey, Abstract No. 480, in the Town of Prosper, Collin County, Texas, and being part of a called 872.746 acre tract of land described as Tract One in a deed to Mustang-Midway Plano, Ltd., recorded as County Clerk's Document Number 96-0038753 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 100-penny nail found in the center of County Road No. 78 for the most northerly northwest corner of said 872.746 acre tract and the northeast corner of a called 27.672 acre tract of land described as Tract Nine in a deed to 183 Land Corporation, Inc., recorded as County Clerk's Document Number 97-0005168 of said Land Records;

THENCE North 88 degrees 58 minutes 10 seconds East, along the center of County Road No. 78 and the north line of said 872.746 acre tract, a distance of 1335.56 feet to a 1/2-inch iron rod found for an angle point at the southwest corner of a called 50.923 acre tract of land described in a Substitute Trustee's deed to Robert S. Folsom recorded in Volume 2998, Page 935 of said Land Records;

THENCE North 88 degrees 49 minutes 19 seconds East, continuing along the north line of said 872.746 acre tract and the center of County Road No. 78, a distance of 378.09 feet to a 1/2-inch iron rod set in the west line of a tract of land described in a deed to the Town of Prosper recorded as County Clerk's Document Number 96-0090462;

THENCE South 18 degrees 36 minutes 00 seconds West, along the west line of said Town of Prosper tract and generally along a fence, a distance of 352.42 feet to the southwest corner of said Town of Prosper tract, from which a bent 5/8-inch iron rod found bears North 22 degrees 15 minutes 43 seconds East, 2.22 feet;

THENCE North 88 degrees 49 minutes 19 seconds East, along the south line of said Town of Prosper tract, a distance of 372.00 feet to the southeast corner of said Town of Prosper tract, in the west line of a 100-foot wide easement to Texas Power & Light Company recorded in Volume 493, Page 96 of said Land Records, from which a 1/2-inch iron rod found bears South 88 degrees 49 minutes 27 seconds West, 0.91 feet;

THENCE South 18 degrees 36 minutes 00 seconds West, along the west line of said easement, a distance of 2575.53 feet to a 1/2-inch iron rod set for an angle point in said easement;

THENCE South 04 degrees 28 minutes 23 seconds West, continuing along the west line of said easement, a distance of 1444.62 feet to a 1/2-inch iron rod set for corner;

THENCE South 88 degrees 34 minutes 45 seconds West, along the prolongation of and the north line of a tract of land described in deed to Carol Tung recorded in Volume 1326, Page 351 of said Land Records, said line also being the most westerly south line of said 872.746 acre tract, a distance of 2237.46 feet to a 1/2-inch iron rod found in the center of County Road No. 73 and the east line of a tract of land described as Tract Ten in said deed to 183 Land Corporation, Inc., for the northwest corner of said Tung tract and the most westerly southwest corner of said 872.746 acre tract;

THENCE North 01 degrees 25 minutes 16 seconds West, along the westerly boundary of said 872.746 acre tract and the east line of said Tract Ten and along the center of County Road No. 73, a distance of 2045.94 feet to a 60-penny nail found in the easterly boundary line of State Highway No. 289 right-of-way;

THENCE North 89 degrees 06 minutes 01 second East, along said State Highway No. 289 right-of-way and continuing along the westerly boundary of said 872.746 acre tract, a distance of 19.49 feet a wood right-of-way marker for corner;

THENCE North 06 degrees 31 minutes 45 seconds East, continuing along the westerly boundary of

Continued

EXHIBIT "A" CONTINUED

said 872.746 acre tract and said State Highway No. 289 right-of-way, a distance of 302.86 feet to a wood right-of-way marker;

THENCE North 12 degrees 37 minutes 24 seconds West, continuing along the westerly boundary of said 872.746 acre tract and said State Highway No. 289 right-of-way, a distance of 203.02 feet to a bent right-of-way marker;

THENCE North 00 degrees 58 minutes 02 seconds West, continuing along the westerly boundary of said 872.746 acre tract and said State Highway No. 289 right-of-way, a distance of 86.34 feet to a wood right-of-way marker;

THENCE North 39 degrees 17 minutes 26 seconds East, continuing along the westerly boundary of said 872.746 acre tract and said State Highway No. 289 right-of-way, a distance of 26.86 feet to a 1/2-inch iron pipe found in the south line of said 183 Land Corporation Tract Nine;

THENCE North 88 degrees 28 minutes 09 seconds East, along the south line of said Tract Nine and the most westerly north line of said 872.746 acre tract, a distance of 1277.41 feet to a fence corner post for corner;

THENCE North 01 degree 58 minutes 28 seconds West, along the east line of said Tract Nine and the most northerly west line of said 872.746 acre tract, a distance of 1546.33 feet to the POINT OF BEGINNING and containing 209.314 acres of land, more or less.

Included within the 209.314 acres known as Willow Ridge and more specifically described are the following phases:

- A. Being Lots 1 through 24, Block A; Lots 1 through 11, Block B; Lots 1 through 21, Block C; Lots 1 through 6, Block D; Lots 1 through 23, Block E; Lots 1 through 4, Block F; Lots 1 through 10, Block G; and additionally Common Areas Lot 1X, Block A and Lot 1X, Block B, of **WILLOW RIDGE PHASE ONE**, an Addition to the Town of Prosper, Collin County, Texas according to the Plat thereof recorded in Cabinet M, Slide 624, Map Records, Collin County, Texas.
- B. Being Lots 25 through 40, Block A; Lots 12 through 17, Block B; Lots 5 through 8, Block F; Lots 11 through 25, Block G; Lots 1 through 21, Block H; Lots 1 through 27, Block I; Lots 1 through 7, Block J; Lots 1 through 5, Block K, of **WILLOW RIDGE PHASE TWO**, an Addition to the Town of Prosper, Collin county, Texas.
and additionally Common Area Lot 1X, Block L
- C. Being Lots 41 through 47, Block A; Lots 80 through 102, Block B; Lots 8 through 12, Block J; Lots 6 through 11, Block K; Lots 1 through 12, Block L; Lots 1 through 12, Block M; Lots 1 through 12, Block N; Lots 1 through 19; Block O; Lots 1 through 10, Block P; Lots 1 through 26, Block Q; Lots 1 through 9; Block R; and additionally Common Area 1X, Block B, of **WILLOW RIDGE PHASE THREE**, an Addition to the Town of Prosper, Collin County, Texas.

Continued

EXHIBIT "A" Continued

- D. Being Lots 53 through 76, Block B; Lots 13 through 18, Block J; Lots 10 through 21, Block R; Lots 1 through 11, Block S; Lots 1 through 17, Block U; and Lots 1 Through 14, Block V, and additionally Common Area Lots 2X, Block B, of **WILLOW RIDGE PHASE FOUR A**, an Addition to the Town of Prosper, Collin County, Texas.
- E. Being Lots 18 through 52, Block B, Lots 19 through 34, Block J, Lots 3 through 21, Block S, Lots 1 through 20, Block T, and additionally Common Area Lot 3X, Block B, of the **WILLOW RIDGE PHASE FOUR B**, an addition to the Town of Proper, Collin County, Texas.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/04/2013 08:37:53 AM
\$96.00 DF0STER
20130204000151750



A handwritten signature in cursive script, appearing to read "Stacey Kemp".

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The undersigned, as attorney for the Willow Ridge at Prosper Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit "B" attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- *Certificate of Filing and Certificate of Formation of Willow Ridge at Prosper Homeowners Association, Inc.* (Exhibit "A-1"); and
- *Bylaws of Willow Ridge at Prosper Homeowners Association, Inc.* (Exhibit "A-2").

All persons or entities holding an interest in and to any portion of property described on Exhibit "B" attached hereto are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Willow Ridge at Prosper Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Collin County Clerk

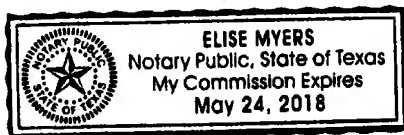
**WILLOW RIDGE AT PROSPER
HOMEOWNERS' ASSOCIATION, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Willow Ridge at Prosper Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 21st day of November, 2014.



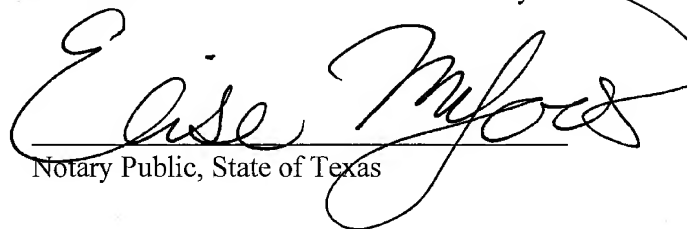

Notary Public, State of Texas

EXHIBIT A-1

Secretary of State 6/21/2013 11:24:04 AM PAGE 2/002 Fax Server

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Willow Ridge at Prosper Homeowners Association, Inc.
File Number: 801805185

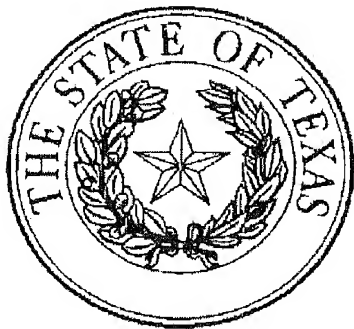
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/20/2013

Effective: 06/20/2013



A handwritten signature of John Steen in black ink.

John Steen
Secretary of State

Phone: (512) 463-5555
Prepared by: Jean Marchione

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 486590050002

CERTIFICATE OF FORMATION
OF
WILLOW RIDGE AT PROSPER
HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more, acting as a sole organizer of the corporation (the "Association") under Chapter 22 of the Texas Business Organizations Code (the "Code"), does hereby adopt the following Certificate of Formation for the Association:

ARTICLE I

NAME

The name of the Association is Willow Ridge at Prosper Homeowners Association, Inc.

ARTICLE II

NON-PROFIT CORPORATION

The Association is one which does not contemplate pecuniary gain or profit to the members thereof, and it is organized solely for non-profit purposes.

ARTICLE III

DURATION

The period of the duration of the Association is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Association is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "IRC"). The specific and primary purposes for which it is formed are (a) to maintain the common areas of the Association; and (b) to the extent permitted by applicable law, to have the power to provide architectural control and enforce compliance with the covenants, conditions and

CERTIFICATE OF FORMATION

Page 1

restrictions of the Declaration of Covenants, Conditions and Restrictions for Willow Ridge - Prosper, Texas, filed in the Official Public Records of Collin County, Texas, as amended, supplemented or restated, covering the property described therein (collectively, the "Declaration").

2. Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers of the Association are:

(a) To promote the value and desirability of the property covered by the Declaration for the benefit and general welfare of its residents;

(b) To exercise all of the powers and privileges and to perform the duties and obligations which may be vested in the Association by the Declaration;

(c) To enforce applicable provisions of the Declaration and the Bylaws of the Willow Ridge at Prosper Homeowners Association, Inc. (the "Bylaws") and any rules and regulations of the Association;

(d) To fix, levy, collect and enforce payment by any lawful means, charges or assessments pursuant to the terms of the Declaration and Bylaws; to contract for and pay all expenses in connection with the construction, maintenance, landscaping, utilities, materials, supplies and services relating to the Common Area; to employ personnel reasonably necessary for administration and control of the Common Areas, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Common Areas;

(e) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association under the Code may now or hereafter have or exercise;

(f) To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and

(g) Subject to the provisions of this Certificate of Formation and the Bylaws, to borrow money and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in connection with the affairs of the Association.

(h) To conduct meetings in accordance with Section 22.002 of the Code.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference

CERTIFICATE OF FORMATION

Page 2

to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

Further, notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association or that are inconsistent with its qualification as a homeowners association under Section 528 of the IRC.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 201 N. Preston Road, Suite C, Prosper, Texas 75078. The name of its initial registered agent at such address is Phil Jobe.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Association shall consist of three (3) members; thereafter, the number of directors of the Association shall be fixed in accordance with the Bylaws adopted by the Association. The names and addresses of the persons who shall serve as directors until their successors shall have been appointed or elected and qualified are as follows:

NAME

ADDRESS

Phil Jobe

201 N. Preston Road, Suite C
Prosper, Texas 75078

Dan Ting

201 N. Preston Road, Suite C
Prosper, Texas 75078

Brenda Bartlett

201 N. Preston Road, Suite C
Prosper, Texas 75078

CERTIFICATE OF FORMATION

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ARTICLE VII

ORGANIZER

The name and street address of the organizer of the Association is:

NAME

Judd A. Austin, Jr.

ADDRESS

Henry Oddo Austin & Fletcher, P.C
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

ARTICLE VIII

MEMBERSHIP

The authorized number of and qualifications for membership in the Association, along with the appurtenant voting rights and other privileges due members of the Association, shall be as set out in the Declaration and the Bylaws.

ARTICLE IX

NO PRIVATE INUREMENT

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association, or any private individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Association, and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

ARTICLE X

AMENDMENT OF BYLAWS

The Board of Directors shall adopt the initial Bylaws of the Association. Thereafter, the power to modify, amend or repeal the Bylaws or to adopt new Bylaws shall be reserved exclusively to the Board of Directors of the Association unless delegated to the members of the Association by the Board of Directors.

CERTIFICATE OF FORMATION

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ARTICLE XI

ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any meeting of members, directors or committee members of the Association may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of members, directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Members, directors or committee members may vote or approve of such consent or consents by electronic mail so long as the Board has established a directory of valid electronic mail addresses. Prompt notice of the taking of any action by members, directors or a committee having a meeting by less than unanimous written consent shall be given to those members, directors or committee members who did not consent in writing to the action.

ARTICLE XII

DISSOLUTION

In the event the Association is dissolved, the members shall, after all liabilities and obligations of the Association are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Association in such manner as will carry out the purposes of the Association as a homeowners association within the meaning of Section 528 of the IRC. The foregoing provision is intended to govern the distribution of the assets of the Association in the event of its dissolution in lieu of Section 22.304 of the Code.

ARTICLE XIII

INDEMNIFICATION

The Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Association, or (b) is or was serving at the request of the Association as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within 90 days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or

CERTIFICATE OF FORMATION

Page 5

advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Association (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such person. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status of such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Association may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Association to income or other tax under the Code.

ARTICLE XIV

LIMITATION OF DIRECTOR AND OFFICER LIABILITY

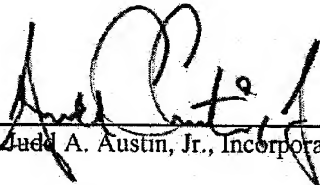
A director or officer of the Association shall not be personally liable to the Association or its members for monetary damages for any act or omission in such director's or officer's capacity as a director or officer, except that this Article does not authorize the elimination or limitation of the liability of a director or officer to the extent the director or officer is found liable for: (a) a breach of the director's or officer's duty of loyalty to the Association; (b) an act or omission not in good faith that constitutes a breach of duty of the director or officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which the director or officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's or officer's office; or (d) an act or omission for which the liability of a director or officer is expressly provided by an applicable statute. The foregoing elimination of liability to the Association and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director or officer may be entitled under any other provision of the Articles of Incorporation or Bylaws of the Association contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment

CERTIFICATE OF FORMATION

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of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of the Association is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director or officer shall be eliminated to the full extent permitted by any amendment to the Code hereafter enacted that further eliminates or permits the elimination of the liability of a director or officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2013.



Judd A. Austin, Jr., Incorporator

CERTIFICATE OF FORMATION

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EXHIBIT A-2

BYLAWS OF WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All terms used herein, such as (but not by way of limitation) "Owner", "Lot", "Common Properties", "Declarant", and "Assessments" shall have the same meanings as set forth in each Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Ridge filed with the Office of the Collin County Clerk, including any amendments or restatements thereof (collectively, the "Declaration").

ARTICLE II

NAME

Section 2.01. Name. The name of this corporation shall be Willow Ridge at Prosper Homeowners Association, Inc. (hereinafter called the "Association").

ARTICLE III

OFFICES OF THE ASSOCIATION

Section 3.01. Principal Office. The initial principal office of the Association shall be located in Dallas, Collin or Denton County, Texas, but meetings of Members and directors may be held at such place within the State of Texas as may be designated by the Board of Directors.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS

Section 4.01. Association Responsibilities. The Members will constitute the Association, and the Association, by and through its Board Directors, shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided

therein. In the event of any dispute or disagreement between any Members relating to the Property, any questions of interpretation or application of the provisions of the Declaration, Certificate of Formation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors of the Association. The resolution of such dispute or disagreement by the Board of Directors shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by such Board of Directors.

Section 4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within the State of Texas, Counties of Denton or Collin, as the Board of Directors may determine.

Section 4.03. Annual Meetings. The first meeting of the Association shall be held as determined by the initial Board of Directors, or their successors, after the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held as determined by the Board of Directors. At the first annual meeting of the Association, there shall be elected a Board of Directors by ballot of the Members in accordance with the requirements of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

Section 4.04. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board of Directors or upon receipt of a written request from Members entitled to vote at least one-third (1/3) of all of the votes of either class of membership. No business except as stated in the notice shall be transacted at a special meeting of the Members. Notwithstanding the above, any special meetings shall be held within forty-five (45) days after receipt by the President of such request or petition.

Section 4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Association not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally, by electronic mail, facsimile or by mail, to each Member according to the records of the Association. If sent via electronic mail or facsimile, such notice shall be deemed delivered when the notice is sent by electronic mail or facsimile to the electronic mail address or facsimile number provided by the Member to the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address according to the records of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

Section 4.06. Quorum. The presence of holders of twenty-five percent (25%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum for any meeting of Members except as otherwise provided by law or in the Certificate of Formation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present, or represented by

proxy, shall have the power to adjourn the meeting from time to time, subject to the above notice requirements. The presence of holders of twelve and ½ percent (12.5%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum for any reconvened meeting of Members. The Association may call as many subsequent meetings as may be required to achieve a quorum. At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

Section 4.07. Proxies, Absentee Ballots and Electronic Ballots. At all meetings of Members, each Member may vote in person, by proxy, absentee ballot or electronic ballot in accordance with applicable law. Any vote cast in an Association election or vote by a Member must be in writing and signed by the Member voting. An electronic ballot shall be considered a written and signed ballot for purposes of this Section. An electronic ballot may be given by electronic mail, facsimile transmission or posting on an internet website established for the purpose of registering the votes of Members. All proxies shall be in writing and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot.

Section 4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any Common Areas. Each Member may vote the number of votes set forth in the Declaration. A Member's right to vote may not be suspended unless allowed by applicable law.

Section 4.09. Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetical order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 4.10. Tabulation of Votes. Any person who tabulates ballots in an Association election or vote may not disclose how a Member or individual voted. A person who is a candidate or otherwise the subject of an Association vote, or a person related to that person within the third degree of affinity or consanguinity, may not tabulate or otherwise be given access to the ballots cast in an election or vote.

Section 4.11. Recounts. Any Member may, not later than the 15th day after the date of the meeting at which the election or vote was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

- (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to Association's mailing address as

reflected on the latest management certificate filed under Section 209.004 of the Texas Property Code; or

- (2) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004 Texas Property Code or to the address to which absentee and proxy ballots are mailed.

The Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to conduct a recount. The Association shall enter into a contract for the services of a person who:

(1) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity, and is either:

(A) a current or former:

- (i) county judge;
- (ii) county elections administrator;
- (iii) justice of the peace; or
- (iv) county voter registrar;

OR

(B) a person who is not a Member of the Association or related to a current director and who is agreed on by the Association and the Member requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount. The Association shall provide the results of the recount to each Member who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors consisting, initially, of the three (3) persons set forth in the Association's Certificate of Formation. Declarant shall have the sole right to appoint the Board of Directors of the Association until the first annual meeting of the Members of the Association, except as otherwise provided for by law. At the first annual meeting, there shall be elected by the Members at least three (3) and no more than five (5) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. Other than Directors appointed by the Declarant, all Directors must be Members of the

Association. The number of individuals to sit on the Board of Directors may be increased over five (5) by amendment of these Bylaws.

Section 5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and the Common Properties in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate of Formation, these Bylaws or the Declaration, directed or required to be exercised or done by the members. The Board of Directors may, by adoption of such action in accordance with this Article V, delegate specific Association Management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of the Association. The Board of Directors shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, the Design Guidelines, or any rule or regulation of the Association.

Section 5.03. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not, in any event, constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same at any time thereafter.

Section 5.04. Election and Term of Office. As to the first Directors elected by the Members, the term of office for at least two (2) Directors shall be fixed at two (2) years and the term of office for the remaining Directors shall be fixed at one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 5.05. Vacancies. Vacancies in the Board of Directors after the Development Period caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as set forth in Section 5.06 hereof) shall be filled by the unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. If the remaining Directors cannot unanimously agree, a special meeting of the Members shall be held to fill the vacancy. Vacancies caused by an increase in the Board of Directors shall be filled by a vote of the Members at a special or annual meeting of the Members. Vacancies in the Board of Directors caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 5.06 hereof.

Section 5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors elected by the Members may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are

present at a duly convened meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.07. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held every six months. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, electronic mail or facsimile, at least 72 hours prior to the day named for such meeting.

Section 5.08. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) days notice to each Director, given personally or by mail, telephone, electronic mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

Section 5.09. Meeting by Telephonic or Other Electronic Means. To the extent allowed by applicable law, members of the Board of Directors may participate in a meeting by means of telephone or video conference or similar electronic communications equipment, including electronic mail, whereby all persons participating in the meeting can hear each other or see what each other is saying or writing, and participation in a meeting pursuant to this Section 5.09 shall constitute presence in person at the meeting.

Section 5.10. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing including electronic mail, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. Except as otherwise provided by law, if all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the act of the majority of the Directors shall be the act of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

Section 5.13. Action Taken Without a Meeting. To the extent allowed by applicable law, Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such action may be evidenced by electronic mail sent by any Director. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.14. Election of Directors. The appropriate number of members of the Board of Directors shall be elected by plurality vote at the annual meeting of Members of the Association, which Members of the Association shall vote the number of votes set forth in the Declaration.

Section 5.15. Open Meetings and Notice to Members. Where required by law, the meetings of the Board of Directors shall be open to the Members. Members are not allowed to participate in the meeting of the Board of Directors unless recognized by the Chair of the meeting. The Board of Directors shall be allowed to adjourn to executive session to discuss and vote upon certain matters as allowed by law. Notice of meetings of the Board of Directors, where required by law, shall be:

(1) mailed to each Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(2) provided at least 72 hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:

(i) in a place located on the Common Properties or, with the Owner's consent, on other conspicuously located privately owned property within the subdivision; or

(ii) on any Internet website maintained by the association or other Internet media; and

(B) sending the notice by electronic mail to each Owner who has registered an electronic mail address with the Association.

It is an Owner's duty to keep an updated e-mail address registered with the Association.

ARTICLE VI

OFFICERS

Section 6.01. Designation. The officers of the Association shall be a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, appoint. Such officers need not be members of the Board of Directors. The office of President and

Treasurer may be held by the same person, and the office of Vice-President and Secretary or Assistant Secretary may be held by the same person.

Section 6.02. Election of Officers and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the next meeting of the Board of Directors, which follows the Annual Meeting of the Members, and such new officers shall hold office for a term of one (1) year.

Section 6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board of Directors called for such purpose. An officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.05. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board of Directors or by the Members of the Association at any annual or special meetings.

Section 6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President.

Section 6.07. Secretary. (a) The Secretary shall keep all of the minutes of the meetings of the Board of Directors and the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and Certificate of Formation.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 6.03. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

Section 6.09. Treasurer. (a) The Treasurer shall have custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer, and of the financial condition of the Association.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 7.01. Indemnification. (a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 8 of the Texas Business Organizations Code (the "Code"), then such persons named above shall be indemnified to the full extent permitted by the Code as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the fight of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

- (i) acted in good faith in the transaction which is the subject of the Suit; and
- (ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written

undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

Section 7.02. Other. The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 7.03. Interested Directors and Officers. (a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(ii) the Director:

- (A) is not given access to the other bids;
- (B) does not participate in any board discussion regarding the contract;
- and
- (C) does not vote on the award of the contract;

(iii) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 7.03; and

(iv) the Board of Directors certifies that the other requirements of this Section 7.03 (b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 7.03.

ARTICLE VIII

AMENDMENTS TO BYLAWS

Section 8.01. Amendment to Bylaws. These Bylaws may be amended by a majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least 30 days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon. The Board of Directors, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In the event such power has been delegated to the Members, these Bylaws may be amended upon a majority vote of those Members present at a duly convened regular or special meeting of the Members. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

Section 9.01. Proof of Ownership. Except for those Owners who purchase a lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board of Directors or the Association's managing agent a true and correct copy of the original or a certified

copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

Section 9.02. Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address to be used by the Association for the mailing of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such person(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

ARTICLE X

GENERAL

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual, special, reserve and individual special assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board of Directors may suspend a Member's privilege to use the common areas or properties.

Section 10.02. Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw, the Design Guidelines, or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

Section 10.03. Committees. The Board may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection and copying in accordance with Section 209.005 of the Texas Property Code at such Member's cost and expense. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

Section 10.05. Non-Profit Association. This Association is not organized for profit. No Member of the Association, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to

receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer or member; provided, however, that (1) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.


Section 10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any Assistant Secretary, of the Association.

Section 10.07. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Act or any other Texas law, such Act or law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

Section 10.08. Notices. All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address according to the records of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Owner. All Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners. Notices may be sent to Owners via electronic mail to an address provided to the Association by the Owner. Owners are solely responsible for maintaining a current electronic mail address with the Association.

Section 10. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

IN WITNESS WHEREOF, being all of the current Directors of the Willow Ridge at Prosper Homeowners Association, Inc. hereby adopt the foregoing Bylaws for the Association on this ____ day of _____, 2014.



Phil Jobe



Dan Ting



Brenda Bartlett

EXHIBIT B

Those tracts and parcels of real property located in the Town of Prosper, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet M, Slide 624, Map Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, Lots 1a-R, 1B-R & 1X-R, Block B an Addition to the Town of Prosper, Collin County, Texas, according to the Map thereof recorded in Volume 2006, Page 596, Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **WILLOW RIDGE PHASE TWO, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet P, Slide 598, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE THREE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 618, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-A, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2009, Page 124, Map Records, Collin County, Texas; and**
- (e) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-B, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2013, Page 24, of the Map Records of Collin County, Texas.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
11/21/2014 02:26:30 PM
\$122.00 SCAPELA
20141121001276200

AFTER RECORDING RETURN TO:

Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WILLOW RIDGE
PROSPER, TEXAS**

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

INTRODUCTORY PROVISIONS

WHEREAS, Jobe Properties, Ltd., as Declarant, did execute the Declaration of Covenants, Conditions and Restrictions for Willow Ridge Phase One, and which was filed on April 24, 2001, as Instrument No. 2001-0044319 in the Official Public Records of Collin County, Texas (the "*Original Declaration*"); and

WHEREAS, the Declarant did execute the Amendment to Declaration of Covenants, Conditions and Restrictions for Willow Ridge Phase One, which was filed on August 17, 2001, as Instrument No. 2001-0102438 in the Official Public Records of Collin County, Texas (the "*Amendment to Original Declaration*"); and

WHEREAS, the Declarant did execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Ridge, Prosper, Texas, which was filed on March 16, 2004, as Instrument No. 2004-0036292 in the Official Public Records of Collin County,

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW RIDGE, PROSPER, TEXAS**

Page 1

Texas (the “*2004 Amended and Restated Declaration*”); and

WHEREAS, the Declarant did execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Ridge, Prosper, Texas, which was filed on September 23, 2009, as Instrument No. 20090923001181180 in the Official Public Records of Collin County, Texas (the “*2009 Amended and Restated Declaration*”); and

WHEREAS, the Declarant did execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willow Ridge, Prosper, Texas, which was filed on February 4, 2013, as Instrument No. 20130204000151750 in the Official Public Records of Collin County, Texas (the “*2013 Amended and Restated Declaration*”); and

WHEREAS, the Original Declaration, the Amendment to Original Declaration, the 2004 Amended and Restated Declaration, the 2009 Amended and Restated Declaration, and the 2013 Amended and Restated Declaration are hereinafter collectively referred to as the “*Willow Ridge Declaration*”; and

WHEREAS, the Willow Ridge Declaration affects certain tracts or parcels of real property in the City of Prosper, Collin County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the “*Addition*”); and

WHEREAS, under Article X, Section 10.02 (a) of the Willow Ridge Declaration, while Declarant owns any Lot or portion of or interest in the Properties, the Declarant may unilaterally amend or change the Willow Ridge Declaration without consent or joinder of the Association membership; and

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW RIDGE, PROSPER, TEXAS**

Page 2

WHEREAS, as of the date hereof, Declarant owns Lot(s) and/or portions of or interests in the Properties and the amendments to the Willow Ridge Declaration, as hereinafter set forth with specificity, have been approved by the Declarant.

NOW, THEREFORE, the Willow Ridge Declaration is hereby amended as follows:

(a) Section 3.05(b) of Article III of the Willow Ridge Declaration is hereby deleted and amended to read, in its entirety, as follows:

Section 3.05 Quorum, Notice and Voting Requirements.

(b) *The quorum required for any action referred to in Section 3.05(a) and, unless provided, for any action for which a percentage vote at a meeting is required, a quorum shall be determined as set forth in this Section 3.05(b). At any meeting called, whether regular or special, the presence of holders of ten percent (10%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum for any meeting of Members except as otherwise provided by law or in the Certificate of Formation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present or represented by proxy, shall have the power to adjourn the meeting from time to time, subject to the notice requirements of Section 4.05. At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.*

(b) Section 8.26 of Article VIII of the Willow Ridge Declaration is hereby deleted and amended to read, in its entirety, as follows:

Section 8.26 Variance and Waiver by Architectural Committee. *Upon submission of a written narrative request for same, the Architectural Committee may, from time to time, in its sole and exclusive discretion, permit Owners to construct, erect or install improvements which are in variance from this Declaration. In any case, however, such variances shall be in basic conformity with and shall blend effectively with, the general architectural style and design of the Subdivision. Each request for a variance submitted hereunder shall be*

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW RIDGE, PROSPER, TEXAS**

Page 3

reviewed separately and apart from other such requests. The grant of a variance to any Owner shall not constitute a waiver of the Architectural Committee's right to strictly enforce this Declaration against any other Owner or against the same Owner for any other matter. Each such written request must identify and set forth in sufficient detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Architectural Committee must be in writing and should identify in sufficient detail both the standard from which a variance is being sought and the specific variance being granted. The failure of the Architectural Committee to act on a variance request within any particular period of time shall not constitute the granting or approval of any such variance request.

(c) Section 8.27 of Article VIII of the Willow Ridge Declaration is hereby deleted and amended to read, in its entirety, as follows:

***Section 8.27 Architectural Committee.** Declarant shall appoint an initial Architectural Committee (herein so called) to consist of not fewer than three (3) natural persons. Declarant shall have the sole and exclusive right to appoint, remove and replace members of the Architectural Committee for so long as Declarant owns Lot(s) and/or portions of or interests in the Properties. Upon Declarant's sale of its last Lot and/or any interest in the Properties, the rights to appoint, remove and replace Members of the Architectural Committee shall vest in the Board; provided, however, that Declarant shall continue to retain the sole right to perform the functions of the Architectural Committee set forth in this Declaration as they pertain to the review and approval of Plans (and any modifications thereto) for construction of the initial Residences on Lots within the Subdivision as long as Declarant owns at least one (1) Lot or any interests in the Properties. Members of the Architectural Committee shall hold their positions until death or resignation, or until removed or their successors are appointed by Declarant so long as Declarant or Declarant's affiliates own at least one (1) Lot or any interests in the Properties, and thereafter, by the Board at a duly called meeting for such purpose.*

Section 8.27.1 Purpose of the Architectural Committee.

(a) A function of the Architectural Committee is to review and approve or disapprove Plans for improvements proposed to be constructed or modified on Lots and otherwise perform the duties set forth in this Declaration. NO PERMANENT IMPROVEMENTS SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED, REMODELED, DEMOLISHED OR PERMITTED TO

REMAIN ON A LOT UNTIL PLANS, IN SUCH FORM AND DETAIL AS THE ARCHITECTURAL COMMITTEE MAY DEEM NECESSARY, SHALL HAVE BEEN SUBMITTED TO THE ARCHITECTURAL COMMITTEE AND APPROVED BY IT IN WRITING. *The vote of a majority of the members of the Architectural Committee shall be considered as the act of the Architectural Committee. The process of reviewing and approving Plans and specifications is one which of necessity requires that the Architectural Committee is called upon from time to time to make subjective judgments on items for which specific standards or guidelines are not expressly set forth in this Declaration. The Architectural Committee is given full power and authority to make any such subjective judgments and to interpret the intent and provisions of this Declaration in such manner and with such results as the Architectural Committee, in its sole and exclusive discretion, may deem appropriate, and in the absence of final adjudication by a court of competent jurisdiction that the Architectural Committee has abused its discretion, such action by the Architectural Committee shall be final and conclusive. Unless expressly stated otherwise herein, the Architectural Committee shall have the right to grant variances from the requirements of this Declaration as it, in its sole and exclusive judgment, deems appropriate.*

(b) Notwithstanding the foregoing or anything to the contrary contained herein, at any time and from time to time, the Architectural Committee may, but is under no obligation to, establish specific design guidelines and building standards to assist Owners in determining the type of Structures, Residences and/or other improvements, including, without limitation, landscaping improvements, which may be constructed and/or installed on the Property. The Architectural Committee or Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration with respect to the applicable portion of the Property to which such guidelines and/or standards apply, and be general guides to permitted construction within the Property, but shall not diminish the Architectural Committee's authority to approve plans as otherwise provided herein.

Section 8.27.2 Plans.

(a) The Architectural Committee shall have the right to disapprove any submitted Plans that are not in compliance with this Declaration, design guidelines or building standards, if they are incomplete or if the Architectural Committee determines that such Plans are not consistent with this Declaration, design guidelines or building standards. The Architectural Committee may base its approval or disapproval on, among other things:

- (i) harmony of external design with improvements on other Lots;*
- (ii) relation of topography, grade and finish ground elevations to that of adjoining Lots and drainage functions;*
- (iii) screening of mechanical and other installations;*
- (iv) extent and quality of landscaped areas; and*
- (v) compliance with the purpose and general plan, intent and provisions of this Declaration.*

(b) The Architectural Committee shall be available on a reasonable basis to meet with an Owner or such Owner's representatives to discuss and answer questions concerning proposed improvements and their compliance.

(c) An Owner desiring to construct or install any improvements on such Owner's Lot must submit Plans (herein so called) to the Architectural Committee, in duplicate (two original sets), for such improvements that contain sufficient detail and information to show the following:

- (i) the general plan for the Residence showing exterior shape, elevations, height, exterior materials, window locations and roofing of all exterior surfaces.*
- (ii) cover matters specifically requiring Architectural Committee approval as provided in this Declaration; and*
- (iii) such other information as may be required by the Architectural Committee.*

(d) Approval of the Plans shall be based upon a determination by the Architectural Committee as to whether or not in its judgment, such Plans adequately meet the requirements created by this Declaration. Approval of any Plans with regard to certain improvements shall not be deemed a waiver of the Architectural Committee's right, in its sole and exclusive discretion, to disapprove similar Plans, or any of the features or elements included therein, for any other improvements or to refrain from granting similar variances.

(e) The Architectural Committee shall, within thirty (30) days after

receipt of each required submission of Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of the approval or disapproval of the submitted Plans as hereinafter provided. In the event the Architectural Committee fails to advise the submitting party by written notice within thirty (30) days of either the approval or disapproval of the Plans, the applicant may give the Architectural Committee written notice of such failure to respond, stating that, unless the Architectural Committee responds within fifteen (15) days of receipt of such notice, approval shall be deemed granted. However, no Plans, whether expressly approved or deemed approved pursuant to the foregoing, shall be inconsistent with this Declaration unless a variance has been granted in writing pursuant to Section 8.26. If any submission of Plans is not complete or does not include all data required by this Declaration, the Architectural Committee, within a reasonable period of time, shall notify the Owner of such deficiencies, and such Plans shall not be considered to have been submitted until such deficiencies have been corrected. If, and at such time as the Plans meet the approval of the Architectural Committee, one (1) set of Plans will be retained by the Architectural Committee and the other set of Plans will be marked "Approved" and returned to the Owner or such Owner's designated representative, accompanied by a statement of complete approval or approval based on certain conditions. If the Plans are found not to be in compliance with this Declaration, one (1) set of such Plans shall be returned marked "Disapproved", accompanied by a statement of the items found not to comply with this Declaration or not to be acceptable to the Architectural Committee. Any modification or change to the approved Plans must again be submitted to the Architectural Committee for its inspection, review and approval or disapproval.

(f) An Owner may prepare detailed plans and specifications that do not vary from or modify the Plans that have been approved by the Architectural Committee. Improvements may be constructed or installed on a Lot only in conformance with such approved Plans. If work is not commenced within six (6) months from the date of Architectural Committee approval of the Plans, then the approval given by the Architectural Committee pursuant to this Article shall be deemed revoked by the Architectural Committee, unless the Architectural Committee extends in writing the time for commencing such work.

(g) No construction, installation, repair, replacement or placement of any Residence, Structure or other improvements requiring Architectural Committee approval pursuant to this Declaration shall commence until the Owner constructing, installing, repairing, replacing or placing any Residence, Structure or other improvements on a Lot has obtained a written permit and approval for same from the Architectural Committee, Board and/or Declarant, as applicable.

(h) The Architectural Committee, or its designees, shall have the right during reasonable business hours to enter upon and inspect any Lot or improvements then under construction to determine whether or not the Plans therefor have been approved by the Architectural Committee. If the Architectural Committee shall determine that such Plans have not been approved or that the Plans which have been so approved are not being substantially complied with, the Architectural Committee may, in its sole and exclusive discretion, give the Owner of such Lot written notice to such effect, and, thereafter, the Architectural Committee, on behalf of the Association, shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with the approved Plans. If any improvements shall be altered or replaced on any Lot otherwise than in substantial conformity with the approved Plans therefor, such action shall be deemed to have been undertaken without requisite approval of the Architectural Committee and to be in violation of this Declaration; the Architectural Committee, on behalf of the Association, shall be entitled to take action as permitted under this Declaration with respect thereto.

(i) The construction, repair, replacement, installation or placement of any Residence, Structure or improvement of any type on a Lot without prior written approval from the Architectural Committee shall constitute a violation of the terms of this Declaration and grounds for the imposition by the Architectural Committee or Association of a fine against the Owner of said Lot. The right to impose fines shall be cumulative and not restrictive of any other remedies at law or in equity, and the exercise by the Association of any particular right, power or remedy shall not be deemed an election of remedies or to preclude the Association's resort to other rights, powers or remedies available to the Association under this Declaration or otherwise.

(j) Declarant, the Association, the Board (or any of its members) and the Architectural Committee (or any of its members), shall not, individually or in combination, be liable in damages (or otherwise) to any Owner for any act or occurrence, or any failure to act, relating to this Declaration, including any claims by any Owner regarding or arising out of any subjective decisions, mistakes in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or to disapprove any Plans submitted, or for otherwise acting in good faith in such capacities. Declarant and the Architectural Committee (or any of its members) shall not, individually or in combination, be liable in damages (or otherwise) in connection with any construction, design, engineering or defect associated with any improvement (or otherwise) constructed on the Property. **APPROVAL OF PLANS BY THE**

ARCHITECTURAL COMMITTEE DOES NOT CONSTITUTE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER THAT SUCH PLANS COMPLY WITH GOVERNMENTAL REQUIREMENTS OR GOOD AND PRUDENT DESIGN, ENGINEERING AND CONSTRUCTION PRACTICES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE OWNER TO DETERMINE AND SEE THAT SUCH OWNER'S PLANS AND SPECIFICATIONS COMPLY WITH ALL SUCH REQUIREMENTS AND PRACTICES.

(d) Section 10.02(b) of Article X of the Willow Ridge Declaration is hereby deleted and amended to read, in its entirety, as follows:

Section 10.02 Amendments.

(b) in all other situations, this Declaration may be amended or changed upon the express written consent or vote of at least fifty-one percent (51%) of the outstanding votes of the Members of the Association.

The terms and provisions of the Willow Ridge Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Willow Ridge Declaration, the Original Declaration, the Amendment to Original Declaration, the 2004 Amended and Restated Declaration, the 2009 Amended and Restated Declaration, the 2013 Amended and Restated Declaration, and this the First Amendment to the Amended and Restated Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW RIDGE, PROSPER, TEXAS**

Page 9

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Willow Ridge Declaration to be filed with the office of the Collin County Clerk and is made to be effective as of the 1st day of April, 2015.

DECLARANT:

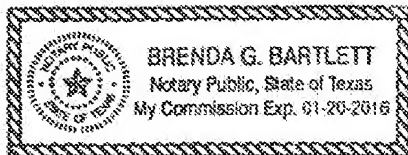
JOBE PROPERTIES, LTD.
a Texas limited partnership

BY: Jobe Company, Inc.
a Texas corporation
ITS: General Partner

By: *Phil Jobe*
Phil Jobe, President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 1st day of April, 2015, by Phil Jobe, the President of Jobe Company, Inc., a Texas corporation, as general partner of Jobe Properties, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.



Brenda G. Bartlett
Notary Public, State of Texas

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW RIDGE, PROSPER, TEXAS**

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EXHIBIT A

Those tracts and parcels of real property located in the Town of Prosper, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet M, Slide 624, Map Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, Lots 1a-R, 1B-R & 1X-R, Block B an Addition to the Town of Prosper, Collin County, Texas, according to the Map thereof recorded in Volume 2006, Page 596, Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **WILLOW RIDGE PHASE TWO, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet P, Slide 598, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE THREE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 618, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-A, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2009, Page 124, Map Records, Collin County, Texas; and**
- (e) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-B, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2013, Page 24, of the Map Records of Collin County, Texas.**



Stacey Kemp

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM OF
RECORDING OF DEDICATORY INSTRUMENTS FOR
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The undersigned, as attorney for Willow Ridge at Prosper Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit "B" attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

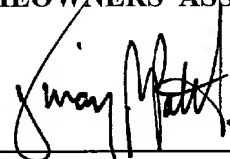
- ***First Amendment to the Bylaws of Willow Ridge at Prosper Homeowners Association, Inc.*** (Exhibit "A").

All persons or entities holding an interest in and to any portion of property described on Exhibit "B" attached hereto are subject to the foregoing dedicatory instrument.

IN WITNESS WHEREOF, Willow Ridge at Prosper Homeowners Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Collin County Clerk and supplement that Certificate and

Memorandum of Recording of Dedicatory Instruments recorded on November 21, 2014, under Instrument No. 20141121001276200 in the Official Public Records of Collin County, Texas.

**WILLOW RIDGE AT PROSPER
HOMEOWNERS' ASSOCIATION, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Willow Ridge at Prosper Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 9th day of April, 2015.


Notary Public, State of Texas

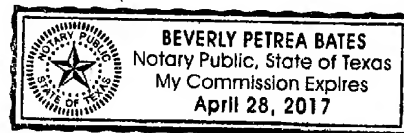


EXHIBIT A

FIRST AMENDMENT TO THE BYLAWS OF WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC. (A Texas Non-Profit Corporation)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COLLIN §

This First Amendment to the Bylaws of Willow Ridge at Prosper Homeowners Association, Inc. (the "*Association*") is effective as of the 1st day of April, 2015, by the Association:

WITNESSETH:

WHEREAS, Article XIII of the Bylaws of Willow Ridge at Prosper Homeowners Association, Inc. (the "*Bylaws*") provides that the Bylaws may be amended by a majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least 30 days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon;

WHEREAS, the amendment to the Bylaws, as set forth hereinafter with specificity, has received the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 18th day of March, 2015.

NOW, THEREFORE, the Bylaws of the Association are hereby amended as follows:

Article IV of the Bylaws is hereby deleted in its entirety and shall hereinafter read as follows:

Section 4.06. Quorum. The presence of holders of ten percent (10%) of the votes of the Association, represented in person, by proxy, absentee ballot or electronic ballot, shall constitute a quorum for any meeting of Members except as otherwise provided by law or in the Certificate of Formation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the

Members, the Members present and/or represented by proxy, shall have the power to adjourn and reconvene the meeting from time to time, including the same day as the original meeting, without notice other than announcement at the meeting. At such adjourned or subsequent meeting, the presence (via person, proxy, absentee ballot or electronic ballot) of holders of five percent (5%) of the votes of the Association shall constitute quorum for the meeting. At such adjourned or subsequent meeting, any business may be transacted which may have been transacted at the meeting as originally notified.

SIGNED this 1st day of APRIL, 2015.

WILLOW RIDGE AT PROSPER
HOMEOWNERS ASSOCIATION, INC.

By Phil Lobe, President

By Drenda Bartlett, Secretary

CERTIFICATION OF AMENDMENT TO BYLAWS

I, Phil Lobe, the duly-elected President of Willow Ridge at Prosper Homeowners Association, Inc., hereby certify:

That this First Amendment to the Bylaws of Willow Ridge at Prosper Homeowners Association, Inc. was approved by the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 18th day of MARCH, 2015, and that the same does now constitute a portion of the Bylaws of Willow Ridge at Prosper Homeowners Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 1st day of APRIL, 2015.

Phil Lobe
President

BYLAWS OF WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.

Page 2

EXHIBIT B

Those tracts and parcels of real property located in the Town of Prosper, Collin County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet M, Slide 624, Map Records, Collin County, Texas; and**
- (b) All lots and tracts of land situated in **WILLOW RIDGE PHASE ONE, Lots 1a-R, 1B-R & 1X-R, Block B an Addition to the Town of Prosper, Collin County, Texas, according to the Map thereof recorded in Volume 2006, Page 596, Map Records, Collin County, Texas; and**
- (c) All lots and tracts of land situated in **WILLOW RIDGE PHASE TWO, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet P, Slide 598, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE THREE, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume Q, Page 618, Map Records, Collin County, Texas; and**
- (d) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-A, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Cabinet 2009, Page 124, Map Records, Collin County, Texas; and**
- (e) All lots and tracts of land situated in **WILLOW RIDGE PHASE FOUR-B, an Addition to the Town of Prosper, Collin County, Texas, according to the Plat thereof recorded in Volume 2013, Page 24, of the Map Records of Collin County, Texas.**



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/09/2015 10:29:13 AM
\$38.00 CJAMAL
20150409000396500

Stacey Kemp



20151012001289820

10/12/2015 08:35:37 AM MA 1/35

**CERTIFICATE
FOR
RECORDATION OF DEDICATORY INSTRUMENTS
OF
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located."; and

WHEREAS, Willow Ridge At Prosper Homeowners Association, Inc, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached Architectural Committee Guidelines said guidelines being an instrument governing the operation of the Association which have not been heretofore filed of record; and

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Willow Ridge, Prosper, Texas, was filed March 16, 2004, as Instrument No. 2004-0036292 in the Real Property Records of Collin County, Texas, (said instrument and any supplements or amendments thereto being referred to herein collectively as the "Declaration"); and

WHEREAS, in addition to the documents collectively referred to above as the Declaration, the attached guidelines have been promulgated and published by the Board of Directors of the Association for the benefit and guidance of the lot owners of lots in Willow Ridge at Prosper (referred to herein as the DEDICATORY INSTRUMENT), which has not been recorded as is, or may be, required by Section 202.006, Texas Property Code;

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the DEDICATORY INSTRUMENT attached hereto on behalf of the Willow Ridge at Prosper Homeowners Association, Inc.

EXECUTED this 7th day of October, 2015.

**WILLOW RIDGE AT PROSPER
HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

By: *Charles W. Spencer*
Charles W. Spencer,
Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

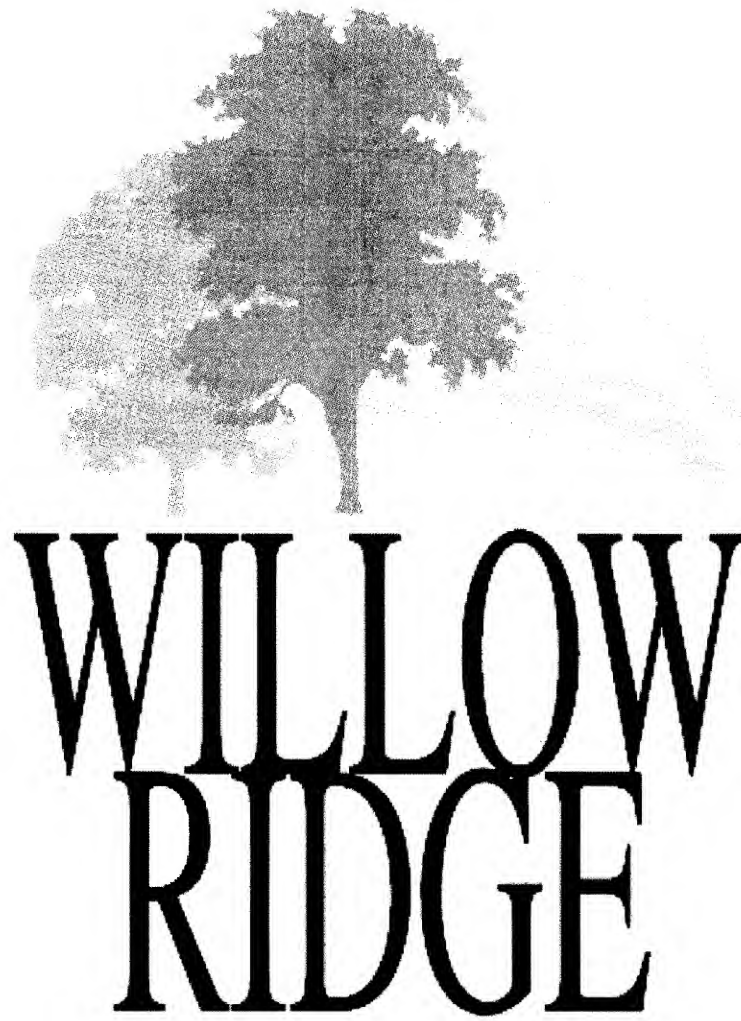
This instrument was acknowledged before me on the 7th day of October, 2015, by Charles W. Spencer, authorized representative of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Carol J. Spencer
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

***Charles W. Spencer
7920 Belt Line Road
Suite 620
Dallas, TX 75254***



ARCHITECTURAL COMMITTEE GUIDELINES

Willow Ridge HOA Advisory Committee
Version: 12192007
Effective October 1, 2006

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Willow Ridge HOA Advisory Committee
Version: 12192007
Effective October 1, 2006

MODIFICATION APPLICATION PROCESS
(Reference: DCCR 8.27)

Architectural Committee (AC) approval is required prior to the start of any modification governed by the Declaration of Covenants, Conditions and Restrictions (DCCR), Modification Manual, and/or Modification Application.

The Willow Ridge Homeowner's Association Architectural Committee meets on the 3rd Monday of every month at 6PM (unless that Monday is a legal holiday, in which case the meeting defaults to the next scheduled meeting).

Submissions (mailed or delivered) must be received by Phil Jobe's Office (201 North Preston Road, Suite C, Prosper, TX 75078) no later than 48 business hours in advance of the scheduled meeting (by 6PM Thursday prior to the meeting).

Submissions should consist of at a minimum:

2 sets of the following:

- Modification Application
- Building plans and specifications
- Plots diagrams showing location of proposed modification in relation to the existing home, property lines and drainage patterns.

Supplemental materials which would assist the AC in making a determination:

- Samples of materials being used
- Photographs of proposed modifications
- Documented Neighbor Approval (2 sets)

The AC may take up to 15 days from the scheduled meeting to render a decision. However, the AC will use every reasonable effort to expedite the review process. Applications will be reviewed prior to the meeting for completeness and the AC may request additional information to help clarify the proposed modification.

Once the AC makes a decision on a proposed Modification Application, one set of the required documents, documented neighbor approval and any supplemental materials will be returned to the homeowner via mail. The other set will be retained and filed by the AC.

Appeals to the AC decision must be made in writing within 15 days after the Modification Application has been returned to the property owner. Appeals should be sent to Phil Jobe's Office.

DOCUMENTATION OF NEIGHBOR APPROVAL

The Architectural Committee will accept the following as proof of neighbor approval:

1. Documented in writing from each neighbor that they have reviewed and approved your plans
2. Signature and address of neighbor on your plan copies being submitted to the Architectural Committee
3. Email from each neighbor stating their review and approval of your plans (make sure they include your name, address and type of project – e.g. pool/spa or arbor and fireplace.

Unacceptable proof of neighbor approval:

1. Verbal claim that all neighbors have reviewed and approved plans.

Note: Neighbor is considered the owner of any lot bordering your lot. **This is not mandatory but will expedite your approval process.**

ADDITIONS
(Including attached covered patios and arbors)

ALL PROPOSED ADDITIONS TO A PROPERTY MUST BE SUBMITTED TO THE A/C. Additions must be compatible with the existing house character (appearance, materials, colors, scale, roof pitch, etc.). As determined by the AC, the addition should not have an adverse affect on neighboring properties. New doors and windows shall match proportions of the existing house. Grade changes shall continue to drain as indicated on the overall subdivision drainage plan.

Application Contents:

1. Modification Application (2 copies).
2. A detailed and dimensioned site plan showing existing conditions (grades, landscape, etc.), setback requirements and proposed addition (2 copies).
3. Detailed and dimensioned elevations which shows existing conditions and the proposed addition (2 copies).
4. Detailed and dimensioned floor plan showing partial existing and proposed features (2 copies).

NOTE: The AC suggests that a preliminary plan submission would be in order before detailed plans are finalized. This might save you a lot of time and money.

APPURTENANCES (Antenna's, Satellite Dishes, Exterior Weather Devices)
(Reference: DCCR 8.16)

Size: Diameter of the dish should not exceed 22 inches.

Preferred Colors: Dark bronze, dark gray, dark green or black. Other colors may be used provided the color of the dish blends with the color of the surface the dish is to be mounted on.

Location: It is recommended that: 1) Placement of the dish should be in the least obtrusive location, preferably in the rear yard or side yard behind the primary front elevation of the house that faces the street. 2) Dishes should not be placed in the prominent visual locations, such as on top of a chimney, fence, balcony railing or roof ridge, and should not be located on roof surfaces that directly faces the street. 3) Dishes may not encroach upon any public right-of-way, common area, or adjacent property.

Safety Considerations: Safety precautions related to maintenance, installation, distance from utility lines, grounding requirement, etc. are the sole responsibility of the property owner.

Variances: Variances to these restrictions may be granted by the AC provided the Property Owner can provide evidence that the above restrictions would impair signal reception, cause an unreasonable increase in the cost of installation, maintenance or access of the device, or would cause a legitimate safety concern. If a variance is requested, then the following applies:

NOTE: The FCC Regulations are changing. If you are aware of FCC guidelines changes that are contrary to this document, please notify the AC.

Variance Contents:

1. Modification Application (2 copies)
2. Diagram illustrating the location of satellite dish location and evidence for variance (2 copies).

ATTIC VENTILATOIRS

Attic ventilators are to be:

1. "Low profile" in nature or design.
2. Located behind and not extend above the roof ridge.
3. Painted with a flat paint to match the roof color.

Variance Contents:

1. Modification Application (2 copies)
2. A "cut sheet" or photograph showing the proposed ventilator.
3. The proposed location on the structure where you intend to locate the ventilator (2 copies).

NOTE: Unless otherwise approved, turbine ventilators are not preferred unless they are similar in color to the roof and they do not extend above the roof ridge/s.

AWNINGS / SCREENS

Awnings should be “simple” in design and compatible with the architecture and building scale. Colors of the awning and its support structure should be solid earth toned (i.e. dark green, gray, black, bronze, etc.) and compatible with the existing building colors. “Bright” colored and striped awnings (i.e. red, yellow, violet, etc.) are not acceptable.

Screens intended for windows shall be integral with the window and complementary of the house.

Variance Contents:

1. Modification Application (2 copies).
2. A building plan or photograph showing the awning location (2 copies).
3. An awning material or screen sample depicting your preferred color selection.

BASKETBALL BACKBOARDS & APPARATUSES

Basketball backboards are acceptable if they conform to the following items listed below.

1. A commercial backboard (clear preferred) and mounted to a pole (metal or fiberglass) with a black or green finish.
2. Situated on the lot, 15 feet from the inside edge of the sidewalk.
3. Limited to one per property.

Per Town of Prosper – Basketball Goals are not permitted in the street

Variance Contents:

1. Modification Application (2 copies).
2. A copy of your plat indicating the proposed backboard / pole location in relation to the existing house (2 copies)
3. A brochure or picture of the proposed goal / backboard.

Note: Building or roof mounted goals are not permissible.

BIRDHOUSES / FEEDERS

1. Pole mounted birdhouses are limited to no more than three per property, confined to the rear or side property (except corner lots which front two street) area and not exceed 20' overall height.

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DECKS & PATIOS

Patios may be constructed of concrete, bricks, pavers or stone. Decks may be constructed of redwood, cedar, pressure treated pine or composite decking material (e.g. TREX). With decks that are elevated in such a manner where a "skirt" is necessary, non-deciduous (evergreen) shrubbery around the perimeter of the deck should be considered. The deck finish must be left to finish naturally, clear sealed or sealed to give the appearance of new redwood or cedar.

NOTE: Decks and Patios enclosed within the backyard and not visible from the first floor level do not require AC approval.

Variance Contents:

1. Modification Application (2 copies).
2. A copy of your plat indicating the proposed patio or deck in relation to the existing house (2 copies)
3. Plans which indicate dimensions and features (screening, benches, railing and other significant details).

DOG HOUSES / RUNS

Dog houses and “runs” must adhere to the following guidelines.

1. Located behind a 6’ or 8’ cedar fence.
2. Confined to rear or side yard
3. Chain link is permissible only if it is located inside a 6’ or 8’ cedar fence.
4. Not visible from the street or streets for corner lots.

NOTE: Dog Houses and Runs enclosed within the backyard and not visible from the first floor level, do not require AC approval.

Variance Contents:

1. Modification Application (2 copies)
2. A copy of your plat indicating the proposed dog house / run location in relation to the existing house (2 copies)
3. A brochure or picture of the proposed dog house and fencing.

FENCES
(Reference: DCCR 8.07)

Fences are covered in great detail in the DCCRs

8.07 Fences.

No chain link fences or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. If open type fencing is desired, it is subject to Architectural Committee approval. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as set forth in Section 8.05 of this Article. No fence, wall or hedge shall exceed eight (8) feet in height unless approved by the Architectural Committee. Wooden Fences Must Be of Cedar Material, With a Flat Top And Trim Boards. The Fence Must Be Constructed With The Rails And Posts to The Inside of The Lot. **Wooden Fences Will Not Be Painted. Wood Fences May Either Be Natural Wood Without Stain or Natural Wood with Transparent Stain.** If Wooden Fences Are Stained, The ONLY Acceptable Stain Color Is Jones Blair Ranchero #5946 Semi Transparent Natural, Ready Products' "Ready Seal" OS-005 Light Brown, Lowe's Olympic or Home Depot's Behr in Cedar Naturaltone or Redwood Naturaltone stain. No fence, wall, hedge, shrub plating or other obstructions to view in excess of two feet (2') in height, except trees pruned high enough to permit unobstructed vision to automobile drivers, shall be placed within the triangular areas at the intersection of streets and driveways. Community fencing installed by Declarant will not be subject to the restrictions set forth in this Section 8.07.

FLAGPOLES & FLAGS

Properties are limited to one flagpole and are confined to a location that is within 10 feet of the main house and at least 15 feet from the property line. Flagpoles located within the public right of way are not allowed. Flagpoles shall not exceed 20' in height and are limited in color to white, bronze, black or natural brushed aluminum. Flags shall not exceed 3' x 5' and are limited to the US or Official State Flag.

Variance Contents:

1. Modification Application (2 copies)
2. A copy of your plat indicating the proposed flagpole location in relation to the existing house (2 copies)
3. A drawing, brochure or picture of the proposed flagpole.
4. A drawing, brochure or picture of the proposed flag.

FOUNTAINS & STATUARY
(Located in Front and Side Yards, Outside of Fence)

Fountains and Statuary are limited to an overall height of 3'. Must comply with building setbacks and be earth tone (i.e. gray, bronze, dark green, black, etc.) in color.

Variance Contents:

1. Modification Application (2 copies)
2. A copy of your plat indicating the proposed fountain or statuary location in relation to the existing house (2 copies)
3. A drawing, brochure or picture of the proposed fountain or statuary

GUTTERS / DOWNSPOUTS

Gutters and downspouts must match the trim on your house. The dispersal of the downspout must direct water onto your lot and “sheet flow” by the time the water reaches your property line.

Variance Contents:

1. Modification Application (2 copies)
2. A copy of your plat indicating the proposed gutter and downspout location on the existing house (2 copies).
3. A drawing, brochure or picture of the proposed gutter / downspout color.

HOLIDAY DECORATIONS AND LIGHTING

Exterior decorations and lighting for holidays is allowed for a period of 45 days prior and 30 days after the holiday. No Architectural Committee approval is required unless decorations involve structural modifications/additions to the existing exterior of the home. Permanent holiday decorations are not allowed.

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LIGHTING (EXTERIOR)

Exterior lighting should be oriented in such a manner so they do not create a “hot” glare spot to your neighbors. Street light “look alike,” rural pole lights, high wattage, commercial / industrial – type fixtures light sources are not approved.

NOTE: Must comply with Town of Prosper ordinance (Zoning Ordinance, Chapter 4 – Development Requirements, Section 8 – Outdoor Lighting, Pages 4-6-1 to 4-6-5)

Variance Contents:

1. Modification Application (2 copies).
2. A copy of your plat indicating the proposed light fixture location on the exiting house (2 copies)
3. A drawing, brochure or picture of the proposed light fixture.

PAINTING / STAINING / COLOR CHANGES

Property owners who wish to re-paint their house with the same original house color do not have to submit a modification application. Property owners who elect to change their house color from the originally approved color are required to submit a modification application.

Variance Contents:

1. Modification Application (2 copies).
2. A copy of your plat diagram indicating the proposed location of the color change on the existing house (2 copies)
3. A drawing, brochure or picture of the existing house and proposed color (2 copies)

PERMANENT OUTDOOR FIREPLACES / FIREPITS / BBQ GRILLS

Permanent outdoor fireplaces/ BBQ grills are classified in two ways:

- Attached
- Free-standing

Both types require a building permit and must comply with the Town of Prosper building and fire codes. A spark arrestor for the chimney and a screen for the fire box will be required for both types of units.

Under no circumstances will open wood burning firepits be allowed. Natural gas fueled fire pits with lava stone or ceramic fireplace logs may be permitted but must include a top cover screen. These outdoor fire units must not create a neighborhood nuisance and the homeowner will be responsible for any damage created by smoke, fire or ash.

Attached Units should complement the architectural style of the house. Construction must be 100% masonry (brick or stone) and must match the materials in the original construction. Access doors, screens, grills etc, may be steel.

Free-Standing Units should be designed so that the main body of the unit does not exceed 6 feet in height, with the chimney tapering to a maximum of 12 feet in height including any chimney cap. The overall size (footprint) of the unit should not exceed 30 square feet but larger units will be considered on a case by case basis by the AC. As with attached units, the free-standing unit must compliment the architectural style of the home, be constructed of 100% masonry, and of materials that match the original construction of the home. Access doors, screens, grills, etc. may be steel. Any overhanging tree limbs should be trimmed to help reduce the fire risk. A sufficient hearth must be included in the design to prevent fire danger to surrounding vegetation. The chart below will determine the minimum setback requirements from the fence/property line and other structures. The setback requirements are measured from the chimney portion of the fireplace.

| Maximum Overall Height (from Finish Grade) | Minimum Setback Required From Property Line/Fence | Minimum Setback Required Any Structure |
|---|--|---|
| 10 feet 8 inches or less | 10 feet 0 inches | 15 feet 0 inches |
| 10 feet 9 inches to 12 feet 0 inches | 15 feet 0 inches | 15 feet 0 inches |

Variance Contents:

1. Modification Application (2 copies)
2. Plat diagram indicating the proposed fireplace in relation to the existing home, lot and other improvements. Be sure to indicate setback measurements (2 copies).
3. Construction drawings of the proposed fireplace including dimensions and building materials (2 copies)

PLAY EQUIPMENT / PLAYHOUSES

Play equipment shall be limited to either the side or rear yard, constructed of timber, and not exceed a maximum height of 12 feet 0 inches. The setback requirements will be measured from the property line/fence to the raised portion (fort) of the structure. Metal or plastic play equipment will be accepted provided that the overall height is not above the top of the cedar fence. Awnings may be composed of wood (to match the stained structure) or fabric. Fabric awnings should be a solid earth tone color (i.e. dark green, gray, brown, etc.). Fabric awnings will be kept in good condition.

| MAXIMUM OVERALL HEIGHT (From Finished Grade) | MINIMUM SETBACK REQUIREMENTS FROM PROPERTY LINE / FENCE |
|---|--|
| 10'-8" | 10'-0" |
| 10'-9" to 12'-0" | 15'-0" |

Playhouses are also confined to the side or rear yard and should not be visible from the street. The playhouse roof and façade materials and colors must be similar to that of the main house.

Trampolines should not be visible from the street. Planting a tree or shrubs to soften the view is suggested and may be required.

Variance Contents:

1. Modification Application (2 copies).
2. A copy of your plat indicating the proposed location of the patio, play structure or playhouse in relation to the existing house (2 copies).
3. A drawing, brochure or picture of the proposed playhouse or play structure (2 copies).

POOLS / SPAS / HOT TUBS
(Reference: DCCR 8.22)

All pools, spas and hot tubs are to be located in the side or rear yards and abide by Town of Prosper standards. Pool, spa and hot tub equipment must be enclosed within a 6' cedar fence. Above ground, masonry block, vinyl lined and low hung vinyl lined pools will not be approved. Pneumatic pool enclosures are not permitted. As required in Willow Ridge, pool, spa or hot tub backwash line must be routed via an indirect connection using an air gap into the sanitary sewer line. Under no circumstances is surface deck or overspill drainage permitted to drain into a concentrated drain source (i.e. PVC pipe) onto neighboring properties, or natural areas.

ROOF REPLACEMENTS
(Reference: DCCR 8.04)

The roof material must compliment the other exterior materials of the house. Please refer to DCCR 8.04 for guidance.

Variance Contents:

1. Modification Application (2 copies)
2. Brochure or sample of roof material and color

SHEDS

Sheds must be located behind a 6 to 8 foot cedar fence and not be visible from the street. The shed must not exceed 8 feet overall height (measured from the ground to the highest point of the shed).

NOTE: Commercially manufactured sheds enclosed within the backyard and not visible from the first floor level, do not require AC approval. All other types of shed (homemade) require AC approval prior to construction.

Variance Contents:

1. Modification Application (2 copies)
2. Plat diagram indicating the proposed shed location in relation to the existing house and property lines (2 copies).
3. Drawings, brochure or picture of the proposed shed with intended materials, and or colors (2 copies).
4. Contiguous neighbor approval in writing would expedite review/approval process.

SHUTTERS (EXTERIOR)

Exterior Shutters must be proportioned and sized to match the window or door that it will be accenting. In order to give the appearance that the shutters are operable, the shutter width should be equal one half of the overall window width (e.g. a 3 foot wide window should have a pair of 1 foot 6 inch wide shutters). The shutter color must be compatible with the color scheme of the house.

Variance Contents:

1. Modification Application (2 copies).
2. Plat diagram indicating the proposed shutter location(s) on the existing home (2 copies).
3. Elevation drawing or picture of the existing house, shutter and proposed color (2 copies).

SIGNS

Except for political signs and the below-specified signs, no signs or unsightly object may be erected, placed, or permitted to remain on the Lot or to be visible from windows in the dwelling without AC's written approval.

FOR RENT AND FOR LEASE SIGNS ARE PROHIBITED. A person may not post or maintain a sign anywhere on the Property that advertises a house for rent or lease, including signs in yards, signs in- or on windows, and signs on vehicles. This restriction shall apply to any sign, however worded, which is essentially an advertisement for leasing, renting, or boarding, or otherwise obtaining compensation in return for the use of space.

STATEMENT OF APPLICABILITY: This section does not apply to the signs used or installed in Willow Ridge by (1) The Homeowner's Association, (2) Town of Prosper or Collin County, (3) Declarant, or (4) Builders with the consent of the Declarant.

- a. **Sale Signs.** An owner, who is actively marketing his home for sale, may place in the front yard, one professionally-made traditional yard sign of not more than 6 square feet advertising the home for sale. Only one such sign is allowed per lot and only on the lot that is being actively marketed for sale.
- b. **Security Signs.** A resident may install one or two small professionally-made signs per lot indicating that the lot is protected by an alarm system and/or monitored by a professional security company, provided the size of the sign does not exceed one square foot.
- c. **School Team Signs.** A resident may install school team signs (e.g. Prosper Eagles Football or Prosper High School Band Member) on their lot. The sign must be tasteful, modest in size and kept well maintained. Team signs must be removed at the end of the current school year.
- d. **Spirit Signs.** A resident may erect or install one yard sign per lot celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement. The sign must be tasteful, modest in size, and removed within 7 days after it is placed.
- e. **Event Signs.** A temporary sign identifying the home as the site of a social event is permitted for up to 24 hours.
- f. **Contractor Signs.** Contractor advertising signs are allowed for a maximum of 7 days or the duration of the project with a maximum of 30 days.

SKYLIGHTS

Skylights shall match the color of your roof (e.g. clear bronze). “Milky” colored skylights are not allowed since they do not match typical roof colors and usually “draw attention” rather than blend in with the surroundings.

Variance CONTENTS:

1. Modification Application (2 copies).
2. Plat diagram indicating the proposed skylight location on the existing house (2 copies)
3. Drawing, brochure or picture of the proposed skylight and intended color (2 copies).

STORM AND SCREEN DOORS

The proposed storm or screen door shall be without ornamentation or grill work and finished in a color complementary of the house. Storm doors shall have transparent glass. Screen doors shall have a screen mesh (dark in color) with an even transparent look.

Variance Contents:

1. Modification Application (2 copies).
2. Drawing, brochure or picture of the proposed storm/screen door and the color (2 copies)
3. Plat diagram indicating the location of the door for which the proposed storm/screen door is being installed (2 copies)

**TREE REMOVAL
(FRONT YARD ONLY)**

Trees are one of Willow Ridge's many natural resources. Please protect and preserve them as much as possible. Except for dead trees (which you may remove without review), you must obtain specific approval to remove a tree 3 inch caliper or greater (measured one foot above grade). Existing trees shall not be removed without prior written consent of the AC. Trees that are removed without approval or demolished due to neglect shall be replaced (at the sole cost and expense of the property owner) with large canopy trees in accordance with the following required replacement chart.

| Existing Tree Demolished/Removed | Replacement Tree(s) |
|---|---------------------------------------|
| 4" to 6" caliper | One 4" caliper, 14' high, 6' spread |
| 6" to 8" caliper | One 6" caliper, 16' high, 8' spread |
| 8" to 12" caliper | Two 4" caliper, 14' high, 6' spread |
| 12" to 18" caliper | Three 6" caliper, 14' high, 6' spread |
| 18" to 24" caliper | Four 6" caliper, 14' high, 6' spread |
| 24" caliper and higher | Six 6" caliper, 14' high, 6' spread |

Variance Contents:

1. Modification Application (2 copies).
2. Plat diagram indicating the existing trees proposed to be removed and the location of the replacement trees (2 copies).

TRELLISES, FREE STANDING ARBORS & GAZEBOS

A trellis should be a “continuation” or a complement of the architectural style of the house (both in design, color and materials). Design, color and materials that are not part of or do not complement the house should not be introduced. An overall height of 12’-0” and an area of 150 square feet shall not be exceeded. Locations shall be confined to within the side or rear yard and location within the building setback lines unless otherwise approved.

Variance Contents:

1. Modification Application (2 copies).
2. Plat diagram indicating the proposed structure (trellis, arbor, gazebo) (2 copies).
3. Elevation drawings of the proposed structure (please indicate finish)(2 copies)
4. Documented neighbor approval suggested (2 copies).

WALKS / DRIVEWAYS / PADS

Proposed drives, pads, and walks shall be similar in material and scale to the existing “flatwork” and their conditions. All plans must take into consideration the natural drainage patterns of the lot and should not interfere with the flow.

Variance Contents:

1. Modification Application (2 copies).
2. Plat diagram indicating the location of the proposed drive, pad or walk (2 copies)
3. Picture of new and existing materials of the proposed drive, pad or walk in relation to the existing home.

STRUCTURAL RETAINING WALLS
(Reference: DCCR 8.18)

All retaining walls in Willow Ridge shall be constructed of the same natural stone used in the common areas. This stone is commonly referred to as Milsap. The pattern of the stone is to be laid in a “dry stack.”

NOTE: DOES NOT APPLY TO LANDSCAPE BORDERS.

Variance Contents:

1. Modification Application (2 copies).
2. Plat diagram indicating the location of the proposed retaining wall (2 copies)
3. Brochure or picture of the proposed stone color and pattern.

WINDOW REPLACEMENT / ADDITIONS

Replacement and/or additional windows should match the existing windows in design, color and reflectivity. A submission for a new matching window replacement is not necessary. Additional windows are required to be indicated with a drawing depicting the elevation which the new window(s) appears on.

Variance Contents:

1. Modification Application (2 copies).
2. Elevation drawings of the proposed additional window (2 copies)
3. Brochure or picture or proposed replacement/additional window.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/12/2015 08:35:37 AM
\$162.00 CJAMAL
20151012001289820



Effective October 1, 2006

NOTICE OF FILING OF

WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Notice is hereby given to all person with any interest in or claim to any parts of the property within the jurisdiction of Willow Ridge at Prosper Homeowners Association, Inc. that said property is subject to the ARCHITECTURAL COMMITTEE GUIDELINES attached hereto as Exhibit A and incorporated herein for all purposes.

Thus signed and certified this 14th day of February, 2017.

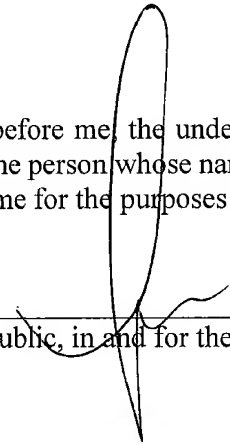


Adrian R. Coronado
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Highway, Suite 400
San Antonio, Texas 78213

Legal Counsel for Willow Ridge at Prosper
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 14th day of February, 2017, before me, the undersigned notary public, personally appeared Adrian R. Coronado, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes set forth therein.



Notary Public, in and for the State of Texas

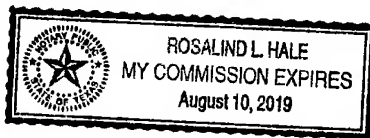


EXHIBIT A

ARCHITECTURAL COMMITTEE GUIDELINES

[ON FOLLOWING PAGES]

WILLOW RIDGE HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL COMMITTEE GUIDELINES

ACC adopted on February 15, 2017

MODIFICATION APPLICATION PROCESS
(Reference: First Amendment to Amended CC&R's, Section 8.27)

Architectural Committee (AC) approval is required prior to the start of any exterior modification governed by the Covenants, Conditions and Restrictions (CC&R's).

Submissions must be emailed to the Committee through the appointed HOA Association Manager, and consist of the following:

- Modification Application
- Building plans and specifications
- Plots/diagrams showing location of proposed modification in relation to existing home, property lines and drainage patterns

Supplemental material which would assist the AC in making a determination:

- Samples of material being used
- Photographs of proposed modifications

The AC may take up to 30 days from the date of receipt of application to render a decision; however, the AC will use every reasonable effort to expedite the review process.

Once the AC makes a decision on a proposed Modification Application, the Homeowner will be notified by the appointed HOA Association Manager.

Appeals to the AC decision must be in writing within 15 days after the Modification Application has been returned to the Homeowner. Appeals should be sent to the appointed HOA Association Manager.

All modifications are subject to a quality inspection during construction / after completion.

ADDITIONS
(Including attached covered patios and arbors)

ALL PROPOSED ADDITIONS TO THE PROPERTY MUST BE SUBMITTED TO THE AC. Additions must be compatible with the existing house character (appearance, material, colors, scale, roof pitch, etc.). As determined by the AC, the addition should not have an adverse effect on neighboring properties. New doors and windows shall match proportions of the existing house. Grade changes shall continue to drain as indicated on the overall subdivision drainage plan.

Application Contents:

1. Modification Application
2. Detailed and dimensioned site plan showing existing conditions (grades, landscape, etc.), setback requirements and proposed addition
3. Detailed and dimensioned elevations which shows existing conditions and the proposed addition
4. Detailed and dimensioned floor plan showing partial existing and proposed feature(s)

NOTE: The AC suggests that a preliminary plan submission would be in order before detailed plans are finalized. This might save you time and money.

APPURTENANCES (Antennas/Aerials)
(Reference: CC&R's, Section 8.16)

Size: Diameter of the dish should not exceed 22 inches.

Preferred Colors: Dark bronze, dark gray, dark green or black. Other colors may be used provided the color of the dish blends with the color of the surface the dish is to be mounted.

Location: It is recommended that: 1) Placement of the dish should be in the least obtrusive location, preferably in the rear yard or side yard, and behind the primary front elevation of the house that faces the street. 2) Dishes should not be placed in the prominent visual locations, such as on top of a chimney, fence, balcony railing or roof ridge, and should not be located on roof surfaces that directly faces the street. 3) Dishes may not encroach upon any public right-of-way, common area or adjacent property.

Safety Considerations: Safety precautions related to maintenance, installation, distance from utility lines, grounding requirements, etc., are the sole responsibility of the property owner.

Variances: Variances to these restrictions may be granted by the AC, provided the Property Owner can provide evidence that the above restrictions would impair signal reception, cause the unreasonable increase in the cost of installation, maintenance or access of the device, or would cause a legitimate safety concern. If a variance is requested, then the following applies:

NOTE: The FCC regulations are changing. If you are aware of FCC guideline changes that are contrary to this document, please notify the AC.

Variance Contents:

1. Modification Application
2. Diagram illustrating the location of satellite dish location and evidence for variance

ATTIC VENTILATORS

Attic ventilators are to be:

1. "Low profile" in nature or design
2. Located behind and not extend above roof ridge
3. Painted with a flat paint to match the roof color

Variance Contents:

1. Modification Application
2. "Cut sheet" or photograph showing the proposed ventilator
3. Proposed location on the structure where you intend to locate ventilator

NOTE: Unless otherwise approved, turbine ventilators are not preferred unless they are similar in color to the roof and they do not extend above the roof ridges

AWNINGS / SCREENS

Awnings should be “simple” in design and compatible with the architecture and building scale. Colors of the awning and its support structure should be solid earth toned (i.e. dark green, gray, black, bronze, etc.) and compatible with the existing building colors. “Bright” colored and striped awnings (i.e. red, yellow, violet, etc.) are not acceptable. Screens intended for windows shall be integral with the window and complementary of the house.

NOTE: Awnings / screens within the backyard and not visible from the first floor level do not require AC approval.

Variance Contents:

1. Modification application
2. Building plan or photograph showing the awning location
3. Awning material or screen sample depicting your preferred color selection

BASKETBALL BACKBOARDS, APPARATUSES & SPORTS COURTS

Basketball backboards are acceptable if they conform to the following:

1. Commercial backboard (clear preferred) and mounted to a pole (metal or fiberglass) with a black or green finish
2. Situated on the lot, 15 feet from the inside edge of the sidewalk
3. Limited to one per property

Per Town of Prosper: Basketball Goals are not permitted in the street

NOTE: Basketball Backboards, Apparatuses and Sports Courts enclosed within the backyard and not visible from the first floor level do not require AC approval.

Variance Contents:

1. Modification application
2. Copy of your plat indicating the proposed backboard / pole location in relation to existing house
3. Brochure or picture of proposed goal / backboard

BIRDHOUSES / FEEDERS

Pole-mounted birdhouses are limited to no more than three (3) per property, confined to the rear or side property (except corner lots which front two (2) streets), and shall not exceed 20' overall height and must be setback at least 10' from property line.

DECKS AND PATIOS

Patios may be constructed of concrete, bricks, pavers or stone. Decks may be constructed of redwood, cedar, pressure treated pine or composite decking material (e.g. TREX). With decks that are elevated in such a manner where a “skirt” is necessary, non-deciduous (evergreen) shrubbery around the perimeter of the deck should be considered. The deck finish must be left to finish naturally, clear sealed or sealed to give the appearance of new redwood or cedar.

NOTE: Decks and patios enclosed within the backyard and not visible from the first floor level do not require AC approval.

Wood decks will not be painted. Wood decks must be stained semi-transparent or transparent stain. The ONLY acceptable color is Ready Seal, Pecan. Note: It is suggested to use semi-transparent stain as transparent will fade faster and require more frequent maintenance.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed deck or patio in relation to the existing house
3. Plans which indicate dimensions and features (screening, benches, railing and other significant details).

DOG HOUSES / RUNS

Dog houses and “runs” must adhere to the following guidelines:

1. Located behind a 6’ or 8’ perimeter cedar fence
2. Confined to rear or side yard
3. Chain link is permissible only if located inside a 6’ or 8’ cedar fence
4. Not visible from the street or streets for corner lots

NOTE: Dog houses and runs enclosed within the backyard and not visible from the first floor level do not require AC approval.

Variance Contents:

1. Modification application
2. Copy of your plat indicating the proposed dog house / run location in relation to existing house
3. Brochure or picture of proposed dog house and fencing

FENCES
(Reference: CC&R, Section 8.07)

No chain link, vinyl or other wire type fences shall be erected or located on any Lot so s to be visible from the front, side or rear of the Lot. If open type fencing is desired, it is subject to Architectural Committee approval. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as set forth in Section 8.05 of this Article. No fence, wall or hedge shall be less than six (6) feet or exceed eight (8) feet in height unless approved by the Architectural Committee. Wood fences must be of cedar material with a flat top and trim boards, and fences facing a street must be board-on-board, as per Town of Prosper ordinance. The fence must be constructed with the rails and posts facing the inside of the Lot. Wood fences will not be painted. Wood fence must be stained semi-transparent or transparent stain. The ONLY acceptable stain color is Ready Seal, Pecan. Note: It is suggested to use semi-transparent stain as transparent will fade faster and require more frequent maintenance.

All fences are subject to a quality inspection during construction / after completion.

FLAGPOLES & FLAGS

Lots are limited to one (1) flagpole (including those installed in the yard or mounted to the house) and are confined to a location that is within 10 feet of the main house and at least 15 feet from the property line.

Flags shall not exceed 3'x5' and are limited to the official flag of the United States, official flag of the State of Texas and the official flag of any branch of the United States armed forces. Flagpoles located within the public right-of-way are not allowed free-standing flagpoles and shall be at least 14' and not exceed 20' in height and are limited in color to white, bronze, black or natural brushed aluminum.

FOUNTAINS / STATUARY

Lots are limited to one (1) fountain or statuary with the overall height not to exceed 3'. Must comply with building setbacks and be earth tone (i.e., gray, bronze, dark green, black, etc.) in color.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed fountain or statuary location in relation to the existing house
3. Drawing, brochure or picture of the proposed fountain or statuary

GUTTERS / DOWNSPOUTS

Gutters and downspouts must match the trim on your house. The dispersal of the downspout must direct water onto your lot and “sheet flow” by the time the water reaches your property line.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed gutter and downspout location on the existing house
3. Drawing, brochure or picture of the proposed gutter / downspout color

HOLIDAY DECORATIONS AND LIGHTING

Exterior decorations and lighting for holidays is allowed for a period of 45 days prior and 30 days after the holiday. No Architectural Committee approval is required unless decorations involve structural modifications/additions to existing exterior of home. Permanent holiday decorations are not allowed.

LIGHTING (EXTERIOR)

Exterior lighting should be oriented in such a manner so they do not create a “hot” glare spot to your neighbors. Street light “look alike”, rural pole lights, high wattage, commercial/industrial-type fixture light sources are not approved.

NOTE: Must comply with Town of Prosper ordinance (Zoning Ordinance, Chapter 4 – Development Requirements, Section 8 – Outdoor Lighting, Page 4-6-1 to 4-6-5)

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed light fixture location on the existing house
3. Drawing, brochure or picture of the proposed light fixture

PAINTING / STAINING / COLOR CHANGES

Property owners who wish to re-paint their house with the same original house color do not have to submit a modification application. Property owners who elect to change their house color from the originally approved color are required to submit a modification application.

Variance Contents:

1. Modification Application
2. Copy of your plat diagram indicating the proposed location of the color change on the existing house
3. Drawings, brochure or picture of the existing house and proposed color

PERMANENT OUTDOOR FIREPLACES / FIRE PITS / BBQ GRILLS

Permanent outdoor fireplaces/BBQ grills are classified in two ways: Attached and free-standing

NOTE: This section does not apply to portable units, only PERMANENT attached or free-standing structures.

Both types require a building permit and must comply with the Town of Prosper building and fire codes. A spark arrestor for the chimney and a screen for the fire box will be required for both types of units. **Under no circumstances will open wood burning fire pits be allowed.** Natural gas fueled fire pits with lava stone or ceramic fireplace logs may be permitted, but must include a top cover screen. These outdoor fire units must not create a neighborhood nuisance and the homeowner will be responsible for any damage created by smoke, fire or ash.

Attached units should complement the architectural style of the house. Construction must be 100% masonry (brick or stone) and must match the material in the original construction. Access doors, screens, grills, etc., may be steel.

Free-standing units should be designed so that the main body of the unit does not exceed 6 feet in height, with the chimney tapering to a maximum of 12 feet in height, including any chimney cap. The overall size (footprint) of the unit should not exceed 30 square feet, but larger units will be considered on a case-by-case basis by the AC. As with attached units, the free-standing unit must complement the architectural style of the home, be constructed of 100% masonry, and of material that match the original construction of the home. Access doors, screens, grills, etc., may be steel. Any overhanging tree limbs should be trimmed to help reduce the fire risk. A sufficient hearth must be included in the design to prevent fire danger to surrounding vegetation. The chart below will determine the minimum setback requirements from the fence/property line and other structures. The setback requirements are measured from the chimney portion of the fireplace.

| Maximum Overall Height | | |
|--|---|----------------------------|
| Setback Req'd (from finished grade) | Minimum Setback Req'd (from property/fence line) | Minimum (any structure) |
| 10' – 8" or less | 10' – 0" | 15' – 0" |
| 10' – 9" to 12' – 0" | 15' – 0" | 15' – 0" |

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed fireplace in relation to existing house, lot and other improvements. Be sure to indicate setback measurements
3. Construction drawings of proposed fireplace, including dimensions and building material

PLAY EQUIPMENT / PLAYHOUSES

Play equipment shall be limited to either the side or rear yard, constructed of timber, and not exceed a maximum height of 12 feet 0 inches. The setback requirements will be measured from the property/fence line to the raised portion (fort) of structure. Metal or plastic play equipment will be accepted, provided that the overall height is not above the top of the cedar fence. Awnings may be composed of wood (to match the stained structure) or fabric. Fabric awnings should be a solid earth tone color (i.e. dark green, gray, brown, etc.). Fabric awnings will be keep in good condition.

Playhouses are also confined to the side and rear yard and should not be visible from the street. The playhouse roof and façade material and colors must be similar to that of the main house.

Trampolines should not be visible from the street. Planting a tree or shrubs to soften the view is suggested and may be required.

| Maximum Overall Height | Minimum Setback Requirements |
|--|-------------------------------------|
| (from finished grade, including | (from property/fence line) |
| safety netting) | |
| 10' – 8" | 10' – 0" |
| 10' – 9" to 12' – 0" | 15' – 0" |

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed location of the play structure or playhouse in relation to the existing house
3. Drawing, brochure or picture of the proposed playhouse or play structure

POOLS / SPAS / HOT TUBS
(Reference: CC&R's, Section 8.22)

All in-ground pools, spas and hot tubs are to be located in the side or rear yards and abide by Town of Prosper standards. If the in-ground pool, spa and hot tub equipment is to be installed outside of current fence, it must be enclosed within a similar cedar fence built to same height as current fence.

ROOF REPLACEMENTS
(Reference: CC&R's, Section 8.02)

The roof material must complement the other exterior material of the house. Please refer to CC&R's, Section 8.04 for guidance.

Variance Contents:

1. Modification Application
2. Brochure or sample of roof material and color

SHEDS

Sheds must be located behind a 6' to 8' cedar fence and not be visible from the street. Shed must not exceed 8' overall height (measured from ground to highest visible point of shed).

NOTE: Commercially manufactured sheds enclosed within the backyard and not visible from the first floor level do not require AC approval. All other types of sheds (homemade) require AC approval prior to construction.

Variance Contents:

1. Modification Application
2. Plat diagram indicting the proposed shed location in relation to existing house and property lines
3. Drawings, brochure or picture of the proposed shed with intended material, and colors

SHUTTERS

Exterior shutters must be proportioned and sized to match the window or door that it will be accenting. In order to give the appearance that shutters are operable, shutter width should be equal to one-half of the overall window width (e.g. 3' wide window should have a pair of 1'-6" wide shutters). The shutter color must be compatible with the color scheme of the house.

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed shutter location(s) on existing house
3. Elevation drawing or picture of existing house, shutter and proposed color

SIGNS

Except for political signs and the below-specified signs, no signs or unsightly object may be erected, placed, or permitted to remain on the Lot or to be visible from windows in the dwelling without AC's written approval.

FOR RENT AND FOR LEASE SIGNS ARE PROHIBITED. A person may not post or maintain a sign anywhere on the Lot that advertises a house for rent or lease, including signs in or on windows, and signs on vehicles. This restriction shall apply to any sign, however worded, which is essentially an advertisement for leasing, renting, or boarding, or otherwise obtaining compensation in return for use of space.

STATEMENT OF APPLICABILITY: This section does not apply to the signs used or installed in Willow Ridge by (1) The Homeowner's Association, (2) Town of Prosper or Collin County, (3) Declarant, or (4) Builders with the consent of the Declarant.

- a. **Sale Signs.** An owner, who is actively marketing his home for sale may place, in the front yard, one (1) professionally-made traditional yard sign of not more than 6 square feet advertising the home for sale. Only one such sign is allowed per lot and only on the lot that is being actively marketed for sale.
- b. **Security Signs.** An owner may install one or two small professionally-made signs per lot indicating that the lot is protected by an alarm system and/or monitored by a professional security company, provided the sign of sign does not exceed one square foot.
- c. **School Team Signs.** An owner may install school team signs (e.g. Prosper Eagles Football or Prosper High School Band Member) on their lot. The sign must be tasteful, modest in size and kept well maintained. Team signs must be removed at the end of the current school year.
- d. **Spirit Signs.** An owner may erect or install one yard sign per lot celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement. The sign must be tasteful, modest in size, and removed within 7 days after it is placed.
- e. **Event Signs.** A temporary sign identifying the home as the site of a social event is permitted for up to 24 hours.
- f. **Contractor Signs.** Contractor advertising signs are allowed for a maximum of 7 days or the duration of the project with a maximum of 30 days after completion of project.

SKYLIGHTS

Skylights shall match the color of roof (e.g. clear bronze). “Milky” colored skylights are not allowed since they do not match typical roof colors and usually “draw attention”, rather than blend in with the surroundings.

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed skylight location on existing house
3. Drawings, brochure or picture of proposed skylight and intended color

STORM AND SCREEN DOORS

The proposed storm or screen door shall be without ornamentation or grill work and finished in a color complementary of the house. Storm doors shall have transparent glass. Screen doors shall have screen mesh (dark in color) with an even transparent look.

Variance Contents:

1. Modification Application
2. Drawing, brochure or picture of the proposed storm/screen door and color
3. Plat diagram indicating location of the door for which proposed storm/screen door is being installed.

TREE REMOVAL

Trees are one of Willow Ridge's many natural resources. Please protect and preserve them as much as possible. All Lots must include at least two (2) trees in the front yard, with at least a 4" caliper, 14' tall with a 6' spread caliper. Except for dead trees (which you may remove without review), you must obtain specific approval to remove a tree 3 inch in caliper or greater (measured one foot above grade). Existing trees shall not be removed without prior written consent of AC. Trees that are removed without approval or demolished due to neglect shall be replaced (at sole cost and expense of property owner) with large canopy trees. Replacement trees must be at least a 4" caliper, 14' tall with a 6' spread.

TRELLISES, FREE-STANDING ARBORS & GAZEBOS

A trellis should be a “continuation” or a complement of the architectural style of the house (both in design, color and material). Design, color and material that are not part of or do not complement the house should not be introduced. An overall height of 12’-0” and an area of 150 square feet shall not be exceeded. Locations shall be confined to within the side or rear yard and location within the building setback lines unless otherwise approved.

Variance Contents:

1. Modification application
2. Plat diagram indicting the proposed structure (trellis, arbor, gazebo)
3. Elevation drawings of proposed structure (please indicate finish)

WALKS / DRIVEWAYS / PADS

Proposed drives, pads, and walks shall be similar in material and scale to existing “flatwork” and their condition. Approved finishes include brushed, salt-cured or exposed aggregate concrete. All plans must take into consideration the natural drainage patterns of the lot and should not interfere with the flow.

Variance Contents:

1. Modification Application
2. Plat diagram indicating the location of proposed driveway, pad or walk
3. Picture of new and existing material of proposed drive, pad or walk in relation to existing home

STRUCTURAL RETAINING WALLS

All retaining walls in Willow Ridge shall be constructed of same natural stone used in the common areas. This stone is commonly referred to as Milsap. The pattern of the stone is to be laid in a “dry stack”.

NOTE: DOES NOT APPLY TO LANDSCAPE BORDERS

Variance Contents:

1. Modification Application
2. Plat diagram indicating location of proposed retaining wall
3. Brochure or picture of proposed stone color and pattern

WINDOW REPLACEMENT / ADDITIONS

Replacement and/or additional windows should match the existing windows in design, color and reflectivity. A submission for a new matching window replacement is not necessary. Additional windows are required to be indicated with a drawing depicting the elevation which the new window(s) appears on.

Variance Contents:

1. Modification Application
2. Elevation drawings of proposed additional window
3. Brochure or picture of proposed replacement/additional window

YARD ART AND DISPLAY OF CERTAIN RELIGIOUS ITEMS

Yard/lawn ornaments (i.e. ceramic animals, crystal balls, wind chimes, bird feeders, wind catchers, spirit flags, etc.) shall not exceed five (5) in number and no one item shall be larger than 12" tall.

Any lawn ornament or embellishment above 12" tall must be approved by the AC if it is to be placed in the front or side yard (such as bird baths, benches, fountains, wishing wells, trellises and anything else of a decorative nature.

Residents may display or attach one or more religious items to the entry to their dwelling. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame. To the extent allowed by the Texas State Constitution and the United States Constitution, any such displayed or affixed religious items may not:

- a. threaten public health or safety; or
- b. violate any law; or
- c. contain language, graphics or any display that is patently offensive to a passerby
- d. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/14/2017 11:50:42 AM
\$158.00 DFOSTER
20170214000200470

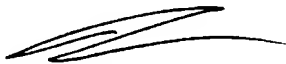
Stacey Kemp

**NOTICE OF FILING FOR
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the jurisdiction of Willow Ridge at Prosper Homeowners Association, Inc. that said property is subject to the following Policies and Guidelines attached hereto as Exhibit A and incorporated herein for all purposes.

Thus signed and certified this 3rd day of May, 2017.



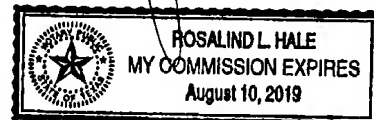
Devin "Buck" Benson
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Hwy, Suite 400
San Antonio, Texas 78213

Legal Counsel for Willow Ridge at Prosper
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 3rd day of May, 2017, before me, the undersigned notary public, personally appeared Devin "Buck" Benson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes set forth therein.

Notary Public, State of Texas



{00267780}

EXHIBIT A

POLICY FOR PRIORITY OF PAYMENTS

RECORDS PRODUCTION AND COPYING POLICY

GUIDELINES FOR STANDBY ELECTRIC GENERATORS

GUIDELINES FOR SOLAR ENERGY DEVICES

GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

COLLECTIONS POLICY

DOCUMENT RETENTION POLICY

ALTERNATIVE PAYMENT SCHEDULE GUIDELINES
FOR CERTAIN ASSESSMENTS

[ON FOLLOWING PAGES]

{00267780}

**Willow Ridge at Prosper Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Policy for Priority of Payments

WHEREAS, the Board of Directors (the "Board") of Willow Ridge at Prosper Homeowners Association, Inc. (the "Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

1. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - a. any delinquent assessment;
 - b. any current assessment;
 - c. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - d. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 - e. any fines assessed by the Association;
 - f. any other amount owed to the Association.
2. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - a. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

b. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);

c. any delinquent assessment;

d. any current assessment;

e. any other amount owed to the Association.

f. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Name: Clint McCaffree *Clint McCaffree*

Title: President

Date: April 17, 2017

STATE OF TEXAS

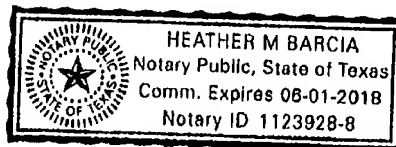
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COUNTY OF Dallas

This instrument was acknowledged before me on the 17th day of April, 2017, by Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Heather M Barcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



**Willow Ridge at Prosper Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Willow Ridge at Prosper Homeowners Association, Inc. (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

1. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

2. *Copy charge.*

a. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

b. Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*
- *JAZ drive--actual cost;*

- *To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or*
- *To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.*

d. When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

e. If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

f. For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

5. Overhead charge.

a. Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

b. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

8. *Computer resource charge.*

a. The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

b. These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

c. The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

d. The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

e. A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Clint McCaffree *Clint McCaffree*

Title: President

Date: April 17, 2017

STATE OF TEXAS

§

COUNTY OF Dallas

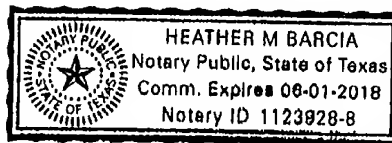
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This instrument was acknowledged before me on the 17 day of April, 2017, by Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Heather M Barcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219



**Willow Ridge at Prosper Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instrument

GUIDELINES FOR STANDBY ELECTRIC GENERATORS

WHEREAS, Section 202.019 of the Texas Property Code allows owners in a property owners association the limited right to install and operate standby electric generators; and

WHEREAS, the Board of Directors (the "Board") of Willow Ridge at Prosper Homeowners Association, Inc., (the "Association") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding standby electric generators therein, it is appropriate for the Association to adopt guidelines regarding standby electric generators within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Standby Electric Generators* within the community.

1. These guidelines apply to standby electric generators as defined in Section 202.019 of the Texas Property Code. A standby electric generator means a device that converts mechanical energy to electrical energy and is: (1) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (2) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (3) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (4) rated for a generating capacity of less than seven kilowatts ("Generator").
2. Generators may not be installed or operated prior to approval by the Association pursuant to the Association's usual and customary policies and procedures set forth in its dedicatory instruments.
3. Generators shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
4. All liquefied petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
5. All fuel and electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
6. Non-integral fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

Willow Ridge at Prosper Homeowners Association, Inc.
Guidelines for Standby Electric Generators
Page 2 of 3

7. Any Generator and its electrical and fuel lines shall be maintained in good condition.
8. Any Generator, including its components, electric lines, and fuel lines, shall be repaired, replaced, or removed if it becomes deteriorated or unsafe.
9. Generators shall be tested only between the hours of 9:00 a.m. and 6:00 p.m., and only consistent with the manufacturer's recommendations.
10. Other than testing, Generators shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electric power to the residence is not available or is intermittent due to other causes other than nonpayment for utility service to the residence.
11. Generators shall not be visible from any street.
12. A Generator shall be screened if it:
 - a. is located in an unfenced side or rear yard fenced by a wrought iron and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
13. Generators shall not be placed on property owned or maintained by the Association or owned in common by the Association's members, and no portion of the Generator may encroach on adjacent properties.
14. Generators may be installed only with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
15. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

[SIGNATURE PAGE FOLLOWS]

Approved and adopted by the Board on this 17th day of April 2017.

Clint McCaffree
Printed Name
[Signature]
President

Willow Ridge at Prosper Homeowners Association,
Inc.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

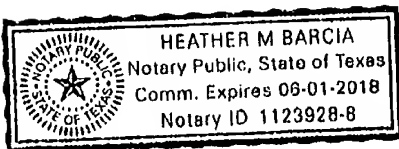
Given under my hand and seal of office this 17 day of April, 2017.

[Signature]
Notary Public, State of Texas

Heather M. Barcia
Printed Name

My commission expires: 6/1/18

[Notarial Seal]



AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

**WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS
COUNTY OF COLLIN

§
§
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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Willow Ridge at Prosper Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that can store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent

(10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

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Approved and adopted by the Board on this _____ day of _____ 2017.

Clint McCaffree
Name of Board Member

Clint McCaffree President
Title

Willow Ridge at Prosper Homeowners Association, Inc.

STATE OF TEXAS §

COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Clint McCaffree ~~President~~ (title), of Willow Ridge at Prosper Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17 day of April, 2017.



Heather M. Barcia
Notary Public, State of Texas

Heather M. Barcia
Printed Name
My commission expires: 6/1/18

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

**WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN

§

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WHEREAS Willow Ridge at Prosper Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed near the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open

top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Collin County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of April, 2017.

Clint McCaffree
Name of Board Member

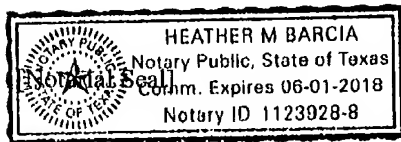
President
Title

Willow Ridge at Prosper Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Clint McCaffree
President (title), of Willow Ridge at Prosper Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of April, 2017.



Heather M Barcia
Notary Public, State of Texas

Heather M. Barcia
Printed Name
My commission expires: 6/1/18

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

COLLECTIONS POLICY

The Willow Ridge at Prosper Homeowners Association, Inc. collection process includes the following steps:

| Notice | Description |
|---------------------------------|---|
| 1 st Friendly Notice | <ul style="list-style-type: none"> Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th of the month, following due dates of January 1 and July 1. Late fees and a collection fee will apply. Only issued to owners with a balance of \$10 or more. |
| 2 nd Formal Notice | <ul style="list-style-type: none"> Issued as a late letter (typically 30 days after the Friendly Notice). Collection fee will apply. Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. Only issued to owners with a balance of \$50 or more. |
| Demand Letter | <ul style="list-style-type: none"> This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. Collection fee will apply. |
| Lien | <ul style="list-style-type: none"> If assessments are still outstanding, the account will be referred directly to an attorney's office to proceed with an Authorization to Lien unless the Manager or Board of Directors stipulates otherwise. The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. Processing and filing a lien with the county clerk can take up to 30 (thirty) days. Collection & Legal fees will apply. |
| Foreclosure | <ul style="list-style-type: none"> Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Collection and legal fees will apply. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees The Association can proceed with Authorization to Evict once the property has been foreclosed. |

This is to certify that the foregoing Collections Policy was adopted by the Board of Directors.

Name: Clint McCaffree

Title: President

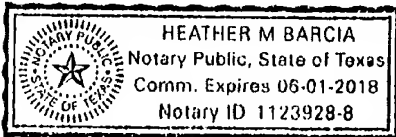
Date: April 17, 2017

STATE OF TEXAS

COUNTY OF Dallas

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§

This instrument was acknowledged before me on the 17th day of April, 2017, by Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Heather M Barcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

FirstService Residential

3102 Oak Lawn Avenue, Suite 202

Dallas, TX 75219

**Willow Ridge at Prosper Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Document Retention Policy

WHEREAS, the Board of Directors (the "Board") of Willow Ridge at Prosper Homeowners Association, Inc. (the "Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[Signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Clint McCaffree Clint McCaffree

Title: President

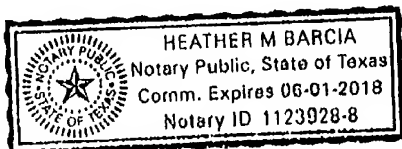
Date: April 17, 2017

STATE OF TEXAS

COUNTY OF Dallas

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§
§

This instrument was acknowledged before me on the 17th day of April, 2017, by Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Heather M Barcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

**Willow Ridge at Prosper Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Willow Ridge at Prosper Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: Clint McCaffree

Title: President

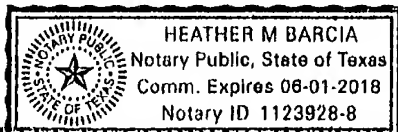
Date: April 17, 2017

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 17th day of April, 2017, by Clint McCaffree, President of Willow Ridge at Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Heather M Barcia
Notary Public, State of Texas

~~ALTER RECORDING RETURN TO:~~

FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/03/2017 01:11:13 PM
\$110.00 BCAVENDER
20170503000569200

Stacey Kemp

**NOTICE OF FILING FOR
WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the jurisdiction of Willow Ridge at Prosper Homeowners Association, Inc. that said property is subject to the following Policy attached hereto as Exhibit A and incorporated herein for all purposes.

Thus signed and certified this 22nd day of August, 2017.

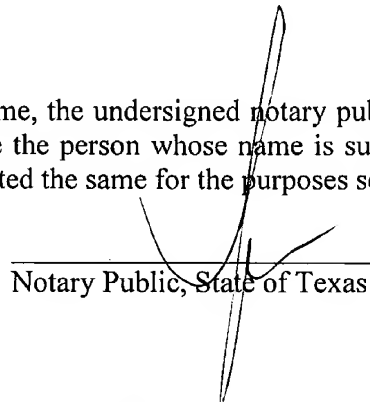


Adrian R. Coronado
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Hwy, Suite 400
San Antonio, Texas 78213

Legal Counsel for Willow Ridge at Prosper
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 22nd day of August, 2017, before me, the undersigned notary public, personally appeared Adrian R. Coronado, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes set forth therein.



Notary Public, State of Texas



{00297517}

EXHIBIT A

FINING POLICY

[ON FOLLOWING PAGES]

{00297517}

RESOLUTION

WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.

Fining Policy

WHEREAS, Section 6.1 of the Covenants, Conditions, and Restrictions grants the Board of Directors the authority and power to enforce the Covenants, Conditions, and Restrictions, which may include the establishment of a system of fines and/or penalties enforceable as a specific assessment, and;

WHEREAS, the Board finds there is a need to establish orderly procedures for the enforcement of the other provisions of the Declaration and any rules promulgated thereunder in order to encourage owners to comply with the Associations governing documents; and

WHEREAS, the Board also desires to establish a system of fines as a means to enforce compliance with the Association's governing documents;

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the provisions of the Declaration and for the elimination of violations of the Declaration and the rules promulgated thereunder.

- 1. PROCESS OF NOTIFICATION** – Prior to imposing a fine, the Board must give an owner a written notice of violation and an opportunity to cure the violation. The following steps must be followed with supporting documentation kept on file in order to impose a fine:
 - a. **First Notice** – As soon as a violation is discovered, the Association's management agent ("Management") shall make the owner and resident, if different than the owner, aware of the discovered violation by First-Class Mail. Included in the First Notice will be a reference to the provision of the CC&R's or adopted rules, which contains the violation, what specifically must be done to cure the violation, and a statement that no later than fifteen (15) days from the date of the Notice the violation must be cured.
 - b. **Second Notice** – If the owner fails to correct or eliminate the violation within the initial fifteen (15) day compliance period, Management shall notify the owner and the violator, if different than the owner, by First-Class Mail that the violation previously noted in the 'First Notice' has not been resolved. The second notice shall contain the following information:
 - i. A description of the violation and what specifically must be done to cure the violation;
 - ii. A statement that not later than fifteen (15) days from the date of the Second Notice, the violation must be cured.
 - c. **TROPA Notice** – Where management has observed the violation uncorrected and not received a Notice of Intent to Correct (whether written or verbal) within the allotted fifteen (15) day period noted in the 'Second Notice', Management shall

initiate a TROPA Notice in compliance with section 209 of the Texas Residential Owners Protection Act. This notice shall state:

- i. The nature of the violation;
 - ii. That the owner or violator, if different than owner, no later than thirty (30) days from the date of the TROPA Notice, must cure the violation;
 - iii. That their common area privileges may be suspended;
 - iv. That a fine for non-compliance may be applied against the owners account for not curing the violation within the specified period contained in the TROPA notice;
 - v. A statement that the owner may present a written request to the Board of Directors for a hearing within 30 days from the date of the TROPA Notice.
- d. Notice of Fine Application – Where management has observed the violation uncorrected and not received a Notice of Intent to Correct (whether written or verbal) within the allotted thirty (30) day period noted in the TROPA Notice, Management shall notify the owner and the violator, if different than owner, by First Class Mail that a fine is being applied to the owner's assessment obligation and their Common Area privileges have been suspended. The Notice of Fine Application shall contain the following information:
- i. The nature of the violation;
 - ii. The amount of the fine and the date the fine has been imposed;
 - iii. A statement that the owner may present a written request to the Board of Directors for a hearing within thirty (30) days from the date of the Notice of Fine Application'

2. **APPEAL PROCESS** – The following steps should be provided in the case where a homeowner has been given appropriate notice of a violation and has submitted to the management company a written appeal to the application of a fine within the specific period:

- a. Response to Request for Hearing – if the owner timely requests a hearing to challenge the proposed action, a hearing before the Board of Directors shall be held in executive session affording the owner a reasonable opportunity to be heard. The Board shall send notice to the owner of a mutually agreed time, date, and place of a hearing with an invitation to attend and produce any statements, evidence, and witnesses in support of the owner's challenge to the proposed fine application or violation. The minutes of the meeting shall contain a written statement of the owner's reason for non-compliance and the results of the hearing (whether the fine is applied or not). The decision of the Board will be made in executive session after the homeowner has been excused from the meeting.
- b. Notification of Hearing Decision – within ten (10) days of the appeal hearing the Board shall send notices as to their decision providing a support response for their decision. Any reasonable extension of time required by the Board shall also be noted in the response.
- c. Waiver of Fines (correspondence) – contained within any correspondence sent to a homeowner where a fine is applied, will be a notation to the homeowner that they may request waiver of the fine by appealing to the Board of Directors in writing after the violation is cured.

3. FINES AND OTHER FEES

a. Fining Schedule – the imposition of fines per incident type will be on the following basis:

- i. First fine - \$50.00 per incident type.
- ii. Additional fines - \$50.00 per inspection where the violation per incident type has not been cured (maximum limit \$600).
- iii. Aggregate limit – there is not a limit to the number of fine applications for separate violations.

4. **CURE OF VIOLATION DURING ENFORCEMENT** – an owner may correct or eliminate a violation at any time during the pendency of any procedure prescribed by this policy. Upon verification that the violation has been corrected or eliminated, the violation will be deemed to no longer exist. Unless proper appeal process is followed and fines removed, the owner will remain liable for all costs and fines under this policy, which costs and fines, if not paid upon demand, will be referred to a 3rd Party for collection.

5. **ONE TIME COURTESY WAIVER OF FINES** – at any time during the process, the Board of Directors consents to a one-time waiver of fines upon request of the owner, provided that all violations have been adequately cured. This one-time waiver shall be granted only once, and any subsequent violations or fines shall not be eligible for waiver.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on August 21, 2017 and has not been modified, rescinded, or revoked.

Date:

August 21, 2017

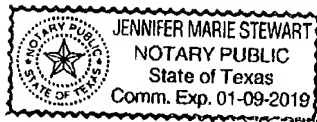
W. J. [Signature]
Signature / Title

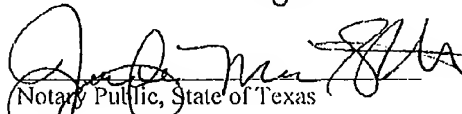
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STATE OF TEXAS §
 §
COUNTY OF Collin §

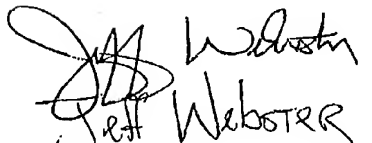
Before me, the undersigned authority, on this day personally appeared William Folsom, President (title), of Willow Ridge at Prosper Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

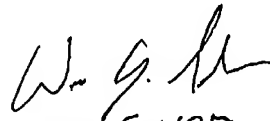
Given under my hand and seal of office this 21 day of August, 2017.

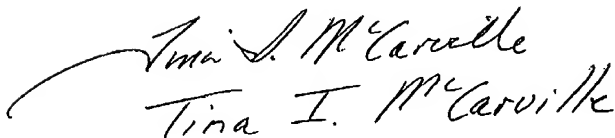


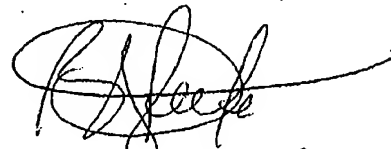

Notary Public, State of Texas

Jennifer Marie Stewart
Printed Name
My commission expires: 1/9/2019


Jeff Webster
Vice President


Wm Folsom
Pres


Tina I. McCarville
Secretary


Brandy O'Keefe
Treasurer



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/23/2017 08:09:40 AM
\$50.00 SCAPELA
20170823001125630

Stacey Kemp


NOTICE OF FILING OF

WILLOW RIDGE AT PROSPER HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Notice is hereby given to all person with any interest in or claim to any parts of the property within the jurisdiction of Willow Ridge at Prosper Homeowners Association, Inc. that said property is subject to the ARCHITECTURAL COMMITTEE GUIDELINES attached hereto as Exhibit A and incorporated herein for all purposes.

Thus signed and certified this 19th day of December, 2017.

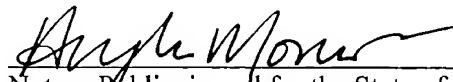
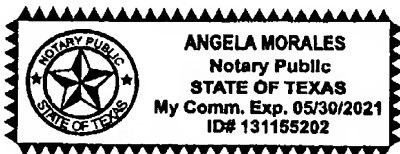


Adrian R. Coronado
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Highway, Suite 400
San Antonio, Texas 78213

Legal Counsel for Willow Ridge at Prosper
Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 19th day of December, 2017, before me, the undersigned notary public, personally appeared Adrian R. Coronado, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes set forth therein.



Notary Public, in and for the State of Texas

EXHIBIT A

ARCHITECTURAL COMMITTEE GUIDELINES

[ON FOLLOWING PAGES]

**WILLOW RIDGE AT PROSPER
HOMEOWNERS ASSOCIATION, INC.**

**ARCHITECTURAL COMMITTEE
GUIDELINES**

ACC adopted on November 1, 2017

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MODIFICATION APPLICATION PROCESS
(Reference: First Amendment to Amended CC&R's, Section 8.27)

Architectural Committee (AC) approval is required prior to the start of any exterior modification governed by the Covenants, Conditions and Restrictions (CC&R's).

Submissions must be emailed to the Committee through the appointed HOA Association Manager, and consist of the following:

- Modification Application
- Building plans and specifications
- Plots/diagrams showing location of proposed modification in relation to existing home, property lines and drainage patterns

Supplemental material which would assist the AC in making a determination:

- Samples of material being used
- Photographs of proposed modifications

The AC may take up to 30 days from the date of receipt of application to render a decision; however, the AC will use every reasonable effort to expedite the review process.

Once the AC makes a decision on a proposed Modification Application, the Homeowner will be notified by the appointed HOA Association Manager.

Appeals to the AC decision must be in writing within 15 days after the Modification Application has been returned to the Homeowner. Appeals should be sent to the appointed HOA Association Manager.

All modifications are subject to a quality inspection during construction / after completion.

ADDITIONS
(Including attached covered patios and arbors)

ALL PROPOSED ADDITIONS TO THE PROPERTY MUST BE SUBMITTED TO THE AC. Additions must be compatible with the existing house character (appearance, material, colors, scale, roof pitch, etc.). As determined by the AC, the addition should not have an adverse effect on neighboring properties. New doors and windows shall match proportions of the existing house. Grade changes shall continue to drain as indicated on the overall subdivision drainage plan.

Application Contents:

1. Modification Application
2. Detailed and dimensioned site plan showing existing conditions (grades, landscape, etc.), setback requirements and proposed addition
3. Detailed and dimensioned elevations which shows existing conditions and the proposed addition
4. Detailed and dimensioned floor plan showing partial existing and proposed feature(s)

NOTE: The AC suggests that a preliminary plan submission would be in order before detailed plans are finalized. This might save you time and money.

APPURTENANCES (Antennas/Aerials)
(Reference: CC&R's, Section 8.16)

Size: Diameter of the dish should not exceed 22 inches.

Preferred Colors: Dark bronze, dark gray, dark green or black. Other colors may be used provided the color of the dish blends with the color of the surface the dish is to be mounted.

Location: It is recommended that: 1) Placement of the dish should be in the least obtrusive location, preferably in the rear yard or side yard, and behind the primary front elevation of the house that faces the street. 2) Dishes should not be placed in the prominent visual locations, such as on top of a chimney, fence, balcony railing or roof ridge, and should not be located on roof surfaces that directly faces the street. 3) Dishes may not encroach upon any public right-of-way, common area or adjacent property.

Safety Considerations: Safety precautions related to maintenance, installation, distance from utility lines, grounding requirements, etc., are the sole responsibility of the property owner.

Variances: Variances to these restrictions may be granted by the AC, provided the Property Owner can provide evidence that the above restrictions would impair signal reception, cause the unreasonable increase in the cost of installation, maintenance or access of the device, or would cause a legitimate safety concern. If a variance is requested, then the following applies:

NOTE: The FCC regulations are changing. If you are aware of FCC guideline changes that are contrary to this document, please notify the AC.

Variance Contents:

1. Modification Application
2. Diagram illustrating the location of satellite dish location and evidence for variance

ATTIC VENTILATORS

Attic ventilators are to be:

1. "Low profile" in nature or design
2. Located behind and not extend above roof ridge
3. Painted with a flat paint to match the roof color

Variance Contents:

1. Modification Application
2. "Cut sheet" or photograph showing the proposed ventilator
3. Proposed location on the structure where you intend to locate ventilator

NOTE: Unless otherwise approved, turbine ventilators are not preferred unless they are similar in color to the roof and they do not extend above the roof ridges

AWNINGS / SCREENS

Awnings should be “simple” in design and compatible with the architecture and building scale. Colors of the awning and its support structure should be solid earth toned (i.e. dark green, gray, black, bronze, etc.) and compatible with the existing building colors. “Bright” colored and striped awnings (i.e. red, yellow, violet, etc.) are not acceptable. Screens intended for windows shall be integral with the window and complementary of the house.

Solar window screen frame shall match the window frame color. The solar screen color should be a blend of black and brown strands of material. If the window to be covered has divided glass grids in it, the solar screen should match the pattern of the grids in the windows.

NOTE: Awnings / screens within the backyard, and not visible from the first floor level, do not require AC approval.

Variance Contents:

1. Modification application
2. Building plan or photograph showing the awning location
3. Awning material or screen sample depicting your preferred color selection

BASKETBALL BACKBOARDS, APPARATUSES & SPORTS COURTS

Basketball backboards are acceptable if they conform to the following:

1. Commercial backboard (clear preferred) and mounted to a pole (metal or fiberglass) with a black or green finish
2. Situated on the lot, 15 feet from the inside edge of the sidewalk
3. Limited to one per property

Per Town of Prosper: Basketball Goals are not permitted in the street

NOTE: Basketball Backboards, Apparatuses and Sports Courts enclosed within the backyard, and not visible from the first floor level, do not require AC approval.

Variance Contents:

1. Modification application
2. Copy of your plat indicating the proposed backboard / pole location in relation to existing house
3. Brochure or picture of proposed goal / backboard

BIRDHOUSES / FEEDERS

Pole-mounted birdhouses are limited to no more than three (3) per property, confined to the rear or side property (except corner lots which front two (2) streets), and shall not exceed 20' overall height and must be setback at least 10' from property line.

Birdhouses or feeders are not allowed in the front yard or in windows facing any street.

DECKS AND PATIOS

Patios may be constructed of concrete, bricks, pavers or stone. Decks may be constructed of redwood, cedar, pressure treated pine or composite decking material (e.g. TREX). With decks that are elevated in such a manner where a “skirt” is necessary, non-deciduous (evergreen) shrubbery around the perimeter of the deck should be considered. The deck finish must be left to finish naturally, clear sealed or sealed to give the appearance of new redwood or cedar.

NOTE: Decks and patios enclosed within the backyard and not visible from the first floor level do not require AC approval.

Wood decks will not be painted. Wood decks must be stained semi-transparent or transparent stain. The ONLY acceptable color is Ready Seal, Pecan. Note: It is suggested to use semi-transparent stain, as transparent will fade faster and require more frequent maintenance.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed deck or patio in relation to the existing house
3. Plans which indicate dimensions and features (screening, benches, railing and other significant details).

DOG HOUSES / RUNS

Dog houses and “runs” must adhere to the following guidelines:

1. Located behind a 6’ or 8’ perimeter cedar fence
2. Confined to rear or side yard
3. Chain link is permissible only if located inside a 6’ or 8’ cedar fence
4. Not visible from the street or streets for corner lots

NOTE: Dog houses and runs enclosed within the backyard, and not visible from the first floor level, do not require AC approval.

Variance Contents:

1. Modification application
2. Copy of your plat indicating the proposed dog house / run location in relation to existing house
3. Brochure or picture of proposed dog house and fencing

FENCES
(Reference: CC&R, Section 8.07)

No chain link, vinyl or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. If open type fencing is desired, it is subject to Architectural Committee approval. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as set forth in Section 8.05 of this Article. No fence, wall or hedge shall be less than six (6) feet or exceed eight (8) feet in height unless approved by the Architectural Committee. Wood fences must be of cedar material with a flat top and trim boards, and fences facing a street must be board-on-board, as per Town of Prosper ordinance; except board-on-board shall be of the same height, width and thickness for all boards facing a street. Example: If an existing side-by-side 6" board fence is modified to become a board-on-board fence, each added board shall be 6" wide and match the height of the existing fence. The fence must be constructed with the rails and posts facing the inside of the Lot. Wood fences will not be painted. Wood fence must be stained semi-transparent or transparent stain. The ONLY acceptable stain color is Ready Seal, Pecan. Note: It is suggested to use semi-transparent stain as transparent will fade faster and require more frequent maintenance.

All fences are subject to a quality inspection during construction / after completion.

FLAGPOLES & FLAGS

Lots are limited to one (1) flagpole (including those installed in the yard or mounted to the house) and are confined to a location that is within 10 feet of the main house and at least 15 feet from the property line.

Flags shall not exceed 3'x5' and are limited to the official flag of the United States, official flag of the State of Texas and the official flag of any branch of the United States armed forces. Flagpoles located within the public right-of-way are not allowed free-standing flagpoles and shall be at least 14' and not exceed 20' in height and are limited in color to white, bronze, black or natural brushed aluminum.

FOUNTAINS / STATUARY

Lots are limited to one (1) fountain or statuary with the overall height not to exceed 3'. Must comply with building setbacks and be earth tone (i.e., gray, bronze, dark green, black, etc.) in color.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed fountain or statuary location in relation to the existing house
3. Drawing, brochure or picture of the proposed fountain or statuary

GUTTERS / DOWNSPOUTS

Gutters and downspouts must match the trim on your house. The dispersal of the downspout must direct water onto your lot and “sheet flow” by the time the water reaches your property line.

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed gutter and downspout location on the existing house
3. Drawing, brochure or picture of the proposed gutter / downspout color

HOLIDAY DECORATIONS AND LIGHTING

Exterior decorations and lighting for holidays is allowed for a period of 45 days prior and 30 days after the holiday. No Architectural Committee approval is required unless decorations involve structural modifications/additions to existing exterior of home. Permanent holiday decorations are not allowed.

LIGHTING (EXTERIOR)

Exterior lighting should be oriented in such a manner so as to not create a “hot” glare spot toward your neighbors. Street light “look alike”, rural pole lights, high wattage, commercial/industrial-type fixture light sources are not approved.

NOTE: Must comply with Town of Prosper ordinance (Zoning Ordinance, Chapter 4 – Development Requirements, Section 8 – Outdoor Lighting, Page 4-6-1 to 4-6-5)

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed light fixture location on the existing house
3. Drawing, brochure or picture of the proposed light fixture

PAINTING / STAINING / COLOR CHANGES

Property owners who wish to re-paint their house with the same original house color do not have to submit a modification application. Property owners who elect to change their house color from the originally approved color are required to submit a modification application.

Variance Contents:

1. Modification Application
2. Copy of your plat diagram indicating the proposed location of the color change on the existing house
3. Drawings, brochure or picture of the existing house and proposed color

PERMANENT OUTDOOR FIREPLACES / FIRE PITs / BBQ GRILLS

Permanent outdoor fireplaces/BBQ grills are classified in two ways: Attached and free-standing

NOTE: This section does not apply to portable units, only PERMANENT attached or free-standing structures.

Both types require a building permit and must comply with the Town of Prosper building and fire codes. A spark arrestor for the chimney and a screen for the fire box will be required for both types of units. **Under no circumstances will open wood burning fire pits be allowed.** Natural gas fueled fire pits with lava stone or ceramic fireplace logs may be permitted, but must include a top cover screen. These outdoor fire units must not create a neighborhood nuisance and the homeowner will be responsible for any damage created by smoke, fire or ash.

Attached units should complement the architectural style of the house. Construction must be 100% masonry (brick or stone) and must match the material in the original construction. Access doors, screens, grills, etc., must be steel.

Free-standing units should be designed so that the main body of the unit does not exceed 6 feet in height, with the chimney tapering to a maximum of 12 feet in height, including any chimney cap. The overall size (footprint) of the unit should not exceed 30 square feet, but larger units will be considered on a case-by-case basis by the AC. As with attached units, the free-standing unit must complement the architectural style of the home, be constructed of 100% masonry, and of material that match the original construction of the home. Access doors, screens, grills, etc., may be steel. Any overhanging tree limbs should be trimmed to help reduce the fire risk. A sufficient hearth must be included in the design to prevent fire danger to surrounding vegetation. The chart below will determine the minimum setback requirements from the fence/property line and other structures. The setback requirements are measured from the chimney portion of the fireplace.

| Maximum Overall Height | | |
|--|---|----------------------------|
| Setback Req'd (from finished grade) | Minimum Setback Req'd (from property/fence line) | Minimum (any structure) |
| 10' – 8" or less | 10' – 0" | 15' – 0" |
| 10' – 9" to 12' – 0" | 15' – 0" | 15' – 0" |

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed fireplace in relation to existing house, lot and other improvements. Be sure to indicate setback measurements
3. Construction drawings of proposed fireplace; including dimensions and building material

PLAY EQUIPMENT / PLAYHOUSES

Play equipment shall be limited to either the side or rear yard, constructed of timber, and not exceed a maximum height of 12 feet 0 inches. The setback requirements will be measured from the property/fence line to the raised portion (fort) of structure. Metal or plastic play equipment will be accepted, provided that the overall height is not above the top of the cedar fence. Awnings may be composed of wood (to match the stained structure) or fabric. Fabric awnings should be a solid earth tone color (i.e. dark green, gray, brown, etc.). Fabric awnings will be kept in good condition.

Playhouses are also confined to the side and rear yard and should not be visible from the street. The playhouse roof and façade material and colors must be similar to that of the main house.

Trampolines should not be visible from the street. Planting a tree or shrubs to soften the view is suggested and may be required.

| Maximum Overall Height | Minimum Setback Requirements |
|--|-------------------------------------|
| (from finished grade, including safety netting) | (from property/fence line) |
| 10' – 8" | 10' – 0" |
| 10' – 9" to 12' – 0" | 15' – 0" |

Variance Contents:

1. Modification Application
2. Copy of your plat indicating the proposed location of the play structure or playhouse in relation to the existing house
3. Drawing, brochure or picture of the proposed playhouse or play structure

POOLS / SPAS / HOT TUBS
(Reference: CC&R's, Section 8.22)

All in-ground pools, spas and hot tubs are to be located in the side or rear yards and abide by Town of Prosper standards. If the in-ground pool, spa and hot tub equipment is to be installed outside of current fence, it must be enclosed within a similar cedar fence built to same height as current fence.

NOTE: Above-ground pools are prohibited per the governing documents

ROOF REPLACEMENTS
(Reference: CC&R's, Section 8.04)

The roof material must complement the other exterior material of the house.

Variance Contents:

1. Modification Application
2. Brochure or sample of roof material and color

SHEDS

Sheds must be located behind a 6' to 8' cedar fence and not be visible from the street. Shed must not exceed 6' to 8' overall height (measured from ground to highest visible point of shed).

NOTE: Commercially manufactured sheds enclosed within the backyard and not visible from the first floor level do not require AC approval. All other types of sheds (homemade) require AC approval prior to construction.

Variance Contents:

1. Modification Application
2. Plat diagram indicating the proposed shed location in relation to existing house and property lines
3. Drawings, brochure or picture of the proposed shed with intended material, and colors

SHUTTERS

Exterior shutters must be proportioned and sized to match the window or door that it will be accenting. In order to give the appearance that shutters are operable, shutter width should be equal to one-half of the overall window width (i.e., 3' wide window should have shutter on each side of the window that measures 1-1/2' each). The shutter color must be compatible with the color scheme of the house.

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed shutter location(s) on existing house
3. Elevation drawing or picture of existing house, shutter and proposed color

SIGNS

Except for political signs and the below-specified signs, no signs or unsightly object may be erected, placed, or permitted to remain on the Lot or to be visible from windows in the dwelling without AC's written approval.

FOR RENT AND FOR LEASE SIGNS ARE PROHIBITED. A person may not post or maintain a sign anywhere on the Lot that advertises a house for rent or lease, including signs in or on windows, and signs on vehicles. This restriction shall apply to any sign, however worded, which is essentially an advertisement for leasing, renting, or boarding, or otherwise obtaining compensation in return for use of space.

STATEMENT OF APPLICABILITY: This section does not apply to the signs used or installed in Willow Ridge by (1) The Homeowner's Association, (2) Town of Prosper or Collin County, (3) Declarant, or (4) Builders with the consent of the Declarant.

- a. **Sale Signs.** An owner, who is actively marketing his home for sale may place, in the front yard, one (1) professionally-made traditional yard sign of not more than 6 square feet advertising the home for sale. Only one such sign is allowed per lot and only on the lot that is being actively marketed for sale.
- b. **Security Signs.** An owner may install one or two small professionally-made signs per lot indicating that the lot is protected by an alarm system and/or monitored by a professional security company, provided the sign of sign does not exceed one square foot.
- c. **School Team Signs.** An owner may install school team signs (e.g. Prosper Eagles Football or Prosper High School Band Member) on their lot. The sign must be tasteful, modest in size and kept well maintained. Team signs must be removed at the end of the current school year.
- d. **Spirit Signs.** An owner may erect or install one yard sign per lot celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement. The sign must be tasteful, modest in size, and removed within 7 days after it is placed.
- e. **Event Signs.** A temporary sign identifying the home as the site of a social event is permitted for up to 24 hours.
- f. **Contractor Signs.** Contractor advertising signs are allowed for a maximum of 7 days or the duration of the project with a maximum of 30 days after completion of project.

SKYLIGHTS

Skylights shall match the color of roof (e.g. clear bronze). “Milky” colored skylights are not allowed since they do not match typical roof colors and usually “draw attention”, rather than blend in with the surroundings.

Variance Contents:

1. Modification Application
2. Plat diagram indicating proposed skylight location on existing house
3. Drawings, brochure or picture of proposed skylight and intended color

STORM AND SCREEN DOORS

The proposed storm or screen door shall be without ornamentation or grill work and finished in a color complementary of the house. Storm doors shall have transparent glass. Screen doors shall have screen mesh (dark in color) with an even transparent look.

Variance Contents:

1. Modification Application
2. Drawing, brochure or picture of the proposed storm/screen door and color
3. Plat diagram indicating location of the door for which proposed storm/screen door is being installed.

TREE REMOVAL

Trees are one of Willow Ridge's many natural resources. Please protect and preserve them as much as possible. All Lots must include at least two (2) trees in the front yard. Except for dead trees (which you may remove without review), you must obtain specific approval to remove a tree 3 inch in caliper or greater (measured one foot above grade). Existing trees shall not be removed without prior written consent of AC. Trees that are removed without approval, or demolished due to neglect, shall be replaced (at sole cost and expense of property owner) with large canopy trees. Replacement trees must be at least a 4" caliper, 14' tall with a 6' spread.

TRELLISES, FREE-STANDING ARBORS & GAZEBOS

A trellis should be a “continuation” or a complement of the architectural style of the house (both in design, color and material). Design, color and material that are not part of or do not complement the house should not be introduced. An overall height of 12’-0” and an area of 150 square feet shall not be exceeded. Locations shall be confined to within the side or rear yard and location within the building setback lines unless otherwise approved.

Variance Contents:

1. Modification application
2. Plat diagram indicting the proposed structure (trellis, arbor, gazebo)
3. Elevation drawings of proposed structure (please indicate finish)

WALKS / DRIVEWAYS / PADS

Proposed drives, pads, and walks shall be similar in material and scale to existing “flatwork” and their condition. Approved finishes include brushed, salt-cured or exposed aggregate concrete. All plans must take into consideration the natural drainage patterns of the lot and should not interfere with the flow.

Variance Contents:

1. Modification Application
2. Plat diagram indicating the location of proposed driveway, pad or walk
3. Picture of new and existing material of proposed drive, pad or walk in relation to existing home

STRUCTURAL RETAINING WALLS

All retaining walls in Willow Ridge shall be constructed of same natural stone used in the common areas. This stone is commonly referred to as Milsap. The pattern of the stone is to be laid in a “dry stack”.

NOTE: DOES NOT APPLY TO LANDSCAPE BORDERS

Variance Contents:

1. Modification Application
2. Plat diagram indicating location of proposed retaining wall
3. Brochure or picture of proposed stone color and pattern

WINDOW REPLACEMENT / ADDITIONS

Replacement and/or additional windows should match the existing windows in design, color and reflectivity. A submission for a new matching window replacement is not necessary. Additional windows are required to be indicated with a drawing depicting the elevation which the new window(s) appears on.

Variance Contents:

1. Modification Application
2. Elevation drawings of proposed additional window
3. Brochure or picture of proposed replacement/additional window

YARD ART AND DISPLAY OF CERTAIN RELIGIOUS ITEMS

Yard/lawn ornaments (i.e. ceramic animals, crystal balls, wind chimes, bird feeders, wind catchers, spirit flags, etc.) shall not exceed five (5) in number and no one item shall be larger than 12" tall.

Any lawn ornament or embellishment above 12" tall must be approved by the AC if it is to be placed in the front or side yard (such as bird baths, benches, fountains, wishing wells, trellises and anything else of a decorative nature.

Residents may display or attach one or more religious items to the entry to their dwelling. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame. To the extent allowed by the Texas State Constitution and the United States Constitution, any such displayed or affixed religious items may not:

- a. threaten public health or safety; or
- b. violate any law; or
- c. contain language, graphics or any display that is patently offensive to a passerby
- d. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/19/2017 11:28:57 AM
\$162.00 DFOSTER
20171219001670860

Willow Ridge Homeowners Association, Inc.

Architectural Committee Review Appeal Process

The Board of Directors of the Willow Ridge Homeowners Association, Inc. (Association) finds that:

1. The governing documents of the Association require that members (Owners) submit applications for certain improvements to their property to the Architectural Committee (AC) for review and approval;
2. The purpose of the AC is to review and approve or disapprove plans for improvements proposed to be constructed or modified on lots (Declaration Sec. 8.27.1(a));
3. Sec. 8.26 of the Declaration of Covenants, Conditions and Restrictions (Declaration) of the Association provides that Owners may submit written requests to construct, erect or install improvements which are in variance from the Declaration; and
4. The Board of Directors is responsible for resolving matters of dispute or disagreement with respect to the interpretations or application of the provisions of the Declaration (Sec. 10.09).

In the event an application for AC approval, variance, or waiver for a project is disapproved by the AC, the Owner may appeal the decision of the AC to the Board of Directors pursuant to Sec. 10.09. The process for an appeal is as follows:

1. The approval or disapproval of an Owner's application by the AC may be appealed to the Board of Directors.
2. The affected Owner(s) may submit a request for a hearing of an appeal of the decision by the Board of Directors.
3. Requests for appeal hearings must be submitted to the Association manager in writing (email is acceptable) and must be submitted within 90 days of the date of the notice of denial.
4. Requests for appeal must include details of the basis for appeal. The request for appeal should include:
 - a. a basis for approval or denial of variances and/or waivers; and
 - b. how granting the appeal will conform with the plan approval criteria found in Sec. 8.27.2(a) of the Declaration
5. Upon receipt of the request for appeal, the Association manager will schedule an appeal hearing before the Board of Directors in an open meeting.
6. The appeal before the Board of Directors will begin with a presentation of the AC that summarizes the committee's review of the initial application and criteria used in approval or disapproval of the application. The AC presentation will be limited to a maximum of ten (10) minutes followed by questions by the Board of Directors.
7. The appellant will then be allowed a maximum of ten (10) minutes to present the basis for the appeal followed by questions by the Board of Directors.
8. The Board will then deliberate on the appeal request and render a decision. The decision of the Board is final.

[Signature page to follow]

12/3/2018

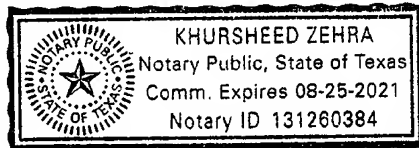
This is to certify that the foregoing Architectural Committee Review Appeal Process was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Signed: Gary Yager
Name: Gary Yager
Title: President

STATE OF TEXAS
COUNTY OF COLLIN

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This instrument was acknowledged before me on the 19 day of FEBRUARY, 2019,
by GARY YAGER, PRESIDENT of Willow Ridge at
Prosper Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said
corporation.



[Signature]
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Firstservice Residential
3102 Oak Lawn Ave., Suite 202
Dallas, TX 75219



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/21/2019 10:57:15 AM
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[Signature]

12/3/2018